

# cahoot general and product specific terms and conditions

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## Terms and conditions effective from 5 May 2020.

Please read this document carefully and keep it safe

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# cahoot general conditions

## 1. Introduction

1.1 The agreement sets out how each cahoot account operates and explains our obligations to you and your obligations to us. The agreement consists of these terms and conditions, special conditions, tariff and any credit agreement(s) signed by you. This information will include key features about your cahoot account. You can request a copy of the agreement by contacting us on the details provided in general condition 7.2. You will also be able to find this information on our website [www.cahoot.com](http://www.cahoot.com).

Current accounts also have a fee information document which contains some of the fees and charges that apply to your account. There may be other applicable fees and charges which are set out in your agreement. In the event of any inconsistency the fees and charges set out in the agreement will prevail.

1.2 As you may have selected more than one cahoot account, we have grouped together in this section all those conditions that are of general application. These general conditions are in addition to the conditions that are specific to a particular cahoot account. If there is a conflict between these general conditions and the terms that apply to a particular cahoot account, the particular cahoot account terms will prevail.

1.3 In the agreement:

**additional cardholder** means the person to whom we give an additional credit card in relation to your cahoot credit card account at your request.

**additional credit card(s)** means the cahoot credit card which we give to an additional cardholder at your request.

**agreement(s)** means these terms and conditions, special conditions, tariff and any credit agreement(s) signed by you, as varied by us. This information will include key features about your cahoot account.

**application** means the online application completed by you when applying for a cahoot account.

**balance transfer(s)** means either:

- (a) a transfer from your cahoot credit card account to pay an amount with another lender in the UK ;
- (b) a transfer from your cahoot credit card account to a personal current or savings account you hold with another lender or with us in the UK.

We will let you know about any restrictions that apply before you make a Balance Transfer

**BIC** means the Bank Identifier Code, sometimes also referred to as SWIFT CODE. The BIC only identifies the beneficiary bank. It does not include information about the beneficiary account. BICs are 8 or 11 characters long.

**cahoot account(s)** means one or more of the accounts which we may offer or introduce from time to time.

**cahoot credit card** means any cahoot credit card and any replacement cards or card details which we issue to you or any additional cardholder under the agreement, including card details stored on an electronic wallet, smart phone or another device.

**cahoot credit card account** means a credit card account which we open in your name.

**cahoot current account** means a current account which we open in your name.

**cahoot debit card** means a debit card or card details, including card details stored on an electronic wallet, smart phone or another device, which we issue to you to enable you to use your cahoot current account.

**cahoot fixed rate bond** means the fixed rate bond account which we open in your name.

**cahoot fixed rate loan** means the fixed rate loan account which we open in your name.

**cahoot flexible loan** means the flexible loan account which we open in your name.

**cahoot savings account(s)** means a savings account which we open in your name.

**card number** means the 16 digit number on a cahoot credit card or cahoot debit card.

**cash transaction(s)** means the obtaining of cash, foreign currency or travellers cheques using a cahoot credit card or cahoot debit card.

**CHAPS payment** means money sent electronically, in pounds, to a bank within the UK. It cannot be stopped or reversed.

**credit card balance** means the total amount you owe us (or any credit balance) on a cahoot credit card account.

**credit card limit** means the maximum authorised amount you can borrow from us on a cahoot credit card account as notified to you by us from time to time.

**current account balance** means the credit balance or the total amount you owe us on your cahoot current account.

**deposit(s)** means any amount credited by you to a cahoot account. In relation to a fixed term cahoot savings and investment account, deposit includes any pre-start date interest added to the account on the start date.

**Direct Debit(s)** means a payment instruction from you to us, authorising an organisation to collect varying amounts from your account.

**e-document(s)** means the documents (such as statements and important notices) that are delivered to you electronically.

**fee information document** is a document that sets out certain fees and charges for some of the services on your current account (full details of all fees and charges are set out in your agreement).

**fixed term** means the period between the start date and the maturity date.

**fixed term cahoot savings and investment account** means a cahoot savings and investment account with a fixed term.

**flexible loan balance** means the total amount you owe us (or any credit balance) on a cahoot flexible loan.

**foreign currency payment** means money sent electronically in a foreign currency. It cannot be stopped or reversed.

**gross interest** means the interest we pay where no income tax has been deducted.

**IBAN** means the International Bank Account Number. It uniquely identifies an individual account, at a specific financial institution, in a particular country. IBAN length varies from country to country although the maximum length is 34 characters. IBANs begin with a two-character country code (e.g. ES for Spain, DE for Germany, FR for France, GB for Great Britain).

**interest** means any interest payable as specified in the special conditions.

**interest date** means the date upon which credit or debit interest and any charges are applied to your cahoot account.

**interest rate(s)** means the interest rate specified in the agreement or in the rates and fees tariff.

**matured funds** means the deposit plus any interest payable to you on the maturity date.

**maturity date** means the date specified (where relevant) in the special conditions.

**non payment account** means any account that has some form of restriction on how money can be paid in or out of that account.

**overdraft limit** means the maximum amount we authorise that you can borrow from us on a cahoot current account by way of an overdraft, as notified to you by us from time to time.

**payment account** means an account that has no form of restrictions on how money can be paid in or withdrawn out of that account, such as a current account.

**payment date** for the cahoot credit card and cahoot flexible loan means the day which falls 15 days after each statement date on or before which we must have received the minimum payment and for the cahoot fixed rate loan means the date commencing one month after the date your account is opened and the same date in each successive month.

**personal information** means the information which you have provided in the online application and any other information which we hold about you and your cahoot accounts.

**PIN** means the Personal Identification Number(s) which we issue to you for use with your cahoot debit card and/or cahoot credit card (and any additional cardholder in relation to the cahoot credit card) and any subsequent number you or the additional cardholder use.

**post-maturity date interest** means interest payable (where relevant) on matured funds in a cahoot savings and investment account at the rate specified in the relevant special conditions.

**pre-start date interest** means interest payable (where relevant) on a deposit from the date of our receipt of that deposit to the start date at the rate specified in the relevant special conditions.

**purchase(s)** means any purchase(s) of goods or services using your cahoot debit card or cahoot credit card.

**recurring transaction(s)** means a card transaction that you have permitted which is periodically debited from your account (e.g. weekly, monthly, quarterly) including a subscription authorising us to make payments to a supplier.

**secure message** means any messages we give to you within the secure zone in our website. We may notify you by email when we have sent you a secure message.

**secure zone** means the part of the cahoot website, or our telephone contact centre, which can be accessed only by cahoot customers who have satisfied our security checks.

**security details** mean one or more of the following:

- the user name – selected by you and consisting of six to ten characters
- the password – selected by you and consisting of eight to sixteen characters
- the security number - selected by you and consisting of five characters
- a memorable image and phrase;
- memorable information which we ask you to confirm (for example, your mother's maiden name, a memorable place, or year); and
- any other information we issue to you or require from you to help confirm your identity (such as one time passcode when you give us an instruction to send money using online banking).

**special conditions** mean the conditions relating to a specific cahoot account.

**specified method(s)** means internet, fax, telephone, post, secure message, email and any other method we specify on our website.

**standing order(s)** means an instruction given by you to us to make a payment of a specified amount on regular dates.

**start date** means the date specified (where relevant) in the special conditions.

**statement date** means the date you receive (electronically) your cahoot credit card account, cahoot flexible loan or cahoot current account statement.

**statement period** means the period commencing on your statement date and ending on the preceding date in the following month. For example, if your statement date is the 10 January the statement period will end on the 9 February.

**tariff** means our Tariff of Charges at Condition 28 of these general conditions, as varied and added to in accordance with Condition 18 of these general conditions.

**'TPP'** means a third party payment provider which is authorised to access information and make payments on online payment accounts operated by other providers (such as us and other banks, building societies and credit card issuers).

**transactions** means a payment transaction on your account and this includes purchases and refunds of goods or services using your cahoot credit card or cahoot debit card, but excludes cheques.

**UK** means England and Wales, Northern Ireland and Scotland, (excluding the Channel Islands and the Isle of Man).

**'we', 'us', 'our'** means cahoot, a division of Santander UK plc, its successors, its employees and agents, and any business or other person to whom we transfer any or all of our rights or our rights and responsibilities under the agreement.

**withdrawal(s)** means when instructions are carried out to pay money out of your account.

**working day(s)** means any day other than a Saturday, a Sunday or an English public holiday. The length of a working day for the purpose of making payments into or out of your account will depend on the payment cut off times for the method used. The payment cut off times will be different for online banking and telephone banking transactions.

**'you', 'your'** means the person (or persons) who signed the agreement and in whose name(s) a cahoot account is opened, or someone they've chosen and we've agreed can act on their behalf, such as under a power of attorney, except under the cahoot credit card account, when 'you', 'your' means the person who signed the agreement as first named customer.

To help you understand what some of the services on your account mean, we have a glossary of industry standard terms and definitions ("Glossary"). Where relevant, we have used these terms in the documents forming your agreement with us. You can find the full Glossary on our website.

## 2. Availability

- 2.1 Unless we tell you otherwise when you open your cahoot account, to be eligible for a cahoot account you must be aged 18 or over and permanently reside (for at least three years on a continuous basis while holding the account) in the UK (excluding the Channel Islands and the Isle of Man). You must also have a valid personal email address to use our services.
- 2.2 cahoot savings and current accounts can be held in sole or in joint names of you and one other person.
- 2.3 We reserve the right to decline to open a cahoot account. We may also refuse a deposit where you have not acted within the terms and conditions of the account. We shall notify you of this refusal and the reasons for it where possible at the earliest opportunity. If you think we have based our decision on mistaken information, we will tell you how you can ask us to rectify that mistake.

## 3. Joint accounts

- 3.1 If the agreement is signed by more than one of you:
  - (a) each of you is authorised to use the cahoot account on your own;
  - (b) you agree that emails, secure messages and any other notices can be sent to the person first named on the agreement;

- (c) each of you is jointly and individually responsible for complying with the conditions of the agreement and for repaying all sums owed under it; and
- (d) we may accept and act on the instructions of one of you (this includes instructions to close the account).

3.2 Information on operating a joint account is provided to you on opening a joint account. If you require further information please contact us on the details provided in general condition 7.2.

3.3 We will normally only transfer the account into the sole name of one of you if all account holders agree and all cards and chequebooks are returned from other account holder(s) and we are satisfied that you have sufficient financial standing to run the account alone. In some circumstances we may remove an account holder without the approval of the joint account holder(s) where there are reasonable grounds for us to do this.

## 4. Cooling off

4.1 If you do not cancel your cahoot savings or cahoot current account within 14 days of first opening it, your cahoot savings or cahoot current account and these conditions will continue until you or we close the account as permitted under general condition 16. You can let us know that you would like to cancel your cahoot savings or cahoot current account by contacting us in the manner set out in general condition 7.2.

If you do ask us to close a cahoot account, we will help you to switch to another cahoot account or close your cahoot account and within 30 calendar days of you cancelling give you back your deposit less any pending payments together with any interest it has earned. If you cancel your account at any time within 14 days of first opening your account we will not charge you for the cancellation.

4.2 You can cancel a cahoot fixed rate loan, cahoot flexible loan or cahoot credit card within 14 days of entering into the agreement with us. You can also cancel your arranged overdraft within 14 days of cahoot providing you with this service. If you decide to cancel your agreement or your arranged overdraft, you must repay all amounts you have borrowed from us as soon as possible and no later than 30 days after cancelling your agreement. You must pay any interest incurred on your arranged overdraft balance up until the time you notify us that you want to cancel it.

4.3 You can cancel your cahoot account, cahoot fixed rate loan, cahoot flexible loan, cahoot credit card or arranged overdraft by calling us on 0800 587 1111.

4.4 You may also cancel any of your cahoot accounts after the 14 day cooling off period in accordance with general condition 16 of these general conditions.

## 5. Statements

5.1 We will provide you with information relating to your transactions by posting them to online banking usually on the day of the transaction. For current accounts, statements will also be issued electronically as e-documents and placed in the secure zone. We will send you an email each month to tell you a statement is available to view.

5.2 We recommend that you check your statements thoroughly and regularly. If you wish to query any item on the statement please contact us immediately.

5.3 A summary of transactions in hard copy is available on request. Such a summary may not give the full details that are provided in the secure zone. A charge will be made for this in accordance with our tariff.

## 6. Use and disclosure of personal information

6.1 We may use your personal information for those purposes described in the data protection statement.

## 7. Use of your cahoot account

7.1 You can access your cahoot account through online banking and telephone banking and should do so at least once a month.

### 7.2 Contact centre

On those occasions when you are unable to service the cahoot account yourself you can send us a message request from the secure zone. For those limited occasions when you need to speak to an agent you can telephone the contact centre on 0800 587 1111 (or on 44 1908 937222 from outside the UK). For your protection and to help us improve our service to you, we may record or monitor telephone calls. An automated telebanking service is also available through the 0800 587 1111 telephone number. You can also write to us at 9 Nelson Street, Bradford, BD1 5XS.

### 7.3 Authority to use your cahoot account

- (a) When you access your cahoot account by a specified method using your security details we will treat this as your consent to us to conduct any payment instructions that you request. This will include your instructions to make payments to any of your cahoot accounts from any non-cahoot account and also to make payments from any of your cahoot accounts to any non-cahoot account, as well as make withdrawals from your cahoot account.
- (b) We will be deemed to have received a payment instruction from you (or, if applicable, the person requesting a payment from you) at the time that payment instruction is actually received by us, unless any of the following circumstances apply:
- (i) if the payment instruction is a withdrawal of cash using your card and PIN from a cash machine or a payment made using a card and PIN or a payment using a contactless card, we will be deemed to have received your payment instruction at the time that it is actually received by us;
  - (ii) if the payment instruction is received by us after the relevant cut-off times listed below, it will be treated as having been received on the following working day;
  - (iii) if you deposit cash or cheques at the post office condition 3 of the cahoot current account conditions or condition 3 of the cahoot savings account conditions will apply; or
  - (iv) if the payment instruction is for a CHAPS, EEA or International Payment, please also see the cahoot CHAPS and International Payments terms and conditions at the end of this document for the relevant cut-off times for these.

Payment type	Cut-off time (contact centre)	Cut-off time (online)	When the money usually arrives at the recipient's bank
Faster Payments	Opening hours	N/A (any time)	Immediately
Standing order/future dated payment in pounds	Close of business, Working Day before payment due	Close of business, Working Day before payment due	Working Day on which payment is due
Internal transfer	Opening hours	N/A (any time)	Immediate

### 7.4 Security

- (a) It is your responsibility to comply with these security provisions.
- (b) If you are unable to access your cahoot account through any of the specified methods due to an error in respect of your security details, you will need to follow the instructions given to you at the point of failure.
- (c) You must not give your security details to anyone but us and must never reveal your full password to us.

- (d) You must take reasonable steps to keep your PIN and security details secret. We recommend that you choose a PIN and security details that are not easy for someone else to guess i.e. not sequential 1234 or the same 1111. We also recommend that you change your PIN and security details regularly and take care when entering your PIN to pay for purchases. You must take reasonable steps to ensure that no one hears or sees your PIN or security details when you use them. You must take reasonable steps to keep your PIN and security details unique to the accounts you hold with us.
- (e) You must not leave the computer terminal unattended whilst you are logged on in the secure zone, or allow anyone else to access your cahoot account via any other method. We recommend that you use up-to-date anti-virus and spyware software and a personal firewall.
- (f) Treat emails you receive with caution and be wary of emails or calls asking you to reveal any personal security details. Neither the police nor we will ever contact you to ask you to reveal your online banking or payment card PINs or your password information. Visit [www.financialfraudaction.org.uk/Consumer-fraud-prevention-advice-remote-banking.asp](http://www.financialfraudaction.org.uk/Consumer-fraud-prevention-advice-remote-banking.asp) for useful information.
- (i) Never access the secure zone from a link in an email and then enter your security details. Always access the secure zone by typing the website address in your web browser.
  - (ii) You must not access the secure zone from any computer connected to a local area network (LAN) e.g. your work, or from any public internet access device or access point such as an internet cafe unless you are satisfied that no other person can see or copy your security details.
  - (iii) Never record your PIN or security details on any software that can retain the security details automatically (e.g. any 'save password' prompts) unless retaining your security details is a function of a banking service provided by us.
  - (iv) You must follow the security procedures which are recommended by the manufacturer of the computer or device which you use to access the secure zone.
- (g) You must notify us by telephone at the contact centre on 0800 587 1111 (or on 44 1908 937 222 from outside the UK) as soon as possible if:
- (i) you think that someone else knows your security details;
  - (ii) you think that someone else has accessed your cahoot account;
  - (iii) you think that someone else knows your PIN for your cahoot debit or credit cards.
- You must take immediate steps to change your PIN or security details if you think that someone else knows your PIN or security details, or if we ask you to.
- (h) We may refuse you access to the secure zone if:
- (i) we suspect that an unauthorised person is attempting to log in to your cahoot account; or
  - (ii) to prevent fraudulent use of your cahoot account; or
  - (iii) incorrect details are used in attempting to log in.
- (i) If we are required to withdraw your access to the secure zone due to general condition 7.4(h):
- (i) we will tell you of our intention to do so and our reasons why in advance, unless we are unable to in which case we will tell you immediately after we do so;
  - (ii) we will inform you of this withdrawal using any of the notices listed in general condition 20;
  - (iii) we do not have to tell you that we are withdrawing access to the secure zone or your security details if doing so would compromise our security measures or would otherwise be unlawful; and



- (iv) you will need to contact us on the details laid out in general condition 7.2 in order for us to reactivate and/or replace your security details as soon as possible, provided that the reason we gave for its withdrawal no longer exists.

## 7.5 **Use of your cahoot account**

- (a) When you give us a payment instruction, you must provide us with the following information:
  - (i) for sending money within the UK, the name, the account number and sort code of the person you want to pay;
  - (ii) for cash machine withdrawals, your PIN;
  - (iii) for sending money outside the UK or in the UK but in a foreign currency:
    - (1) the recipient's bank's name, address, routing code and/or correct BIC;
    - (2) the recipient's bank account number or IBAN;
    - (3) the name and address of the recipient to whom the payment is to be made; and
    - (4) your name and account number

We may need other information depending on the country you want us to send money to.

It is important that you give us accurate information when you give us a payment instruction as we won't be responsible for any payment made incorrectly when you have given us the wrong information.

- (b) We have the right to refuse to allow any withdrawal, or make any payment, from your cahoot account:
  - (i) due to lack of funds, if at the time we receive your payment instruction there is no money left (or, where applicable, you will go past the arranged overdraft limit) in the account from which you want to make the payment to cover the payment in question (and, in the case of CHAPS, EEA and International Payments, any fees that are payable to us for carrying out the payment as applicable);
  - (ii) if you have gone past your maximum daily withdrawal limit under condition 3.10(e) of the cahoot current account conditions;
  - (iii) if we believe or suspect it may place us in breach of any legislation or law or we reasonably suspect that it may result in any regulatory actions against us in any jurisdiction;
  - (iv) if we reasonably believe or suspect it relates to fraud or any other criminal act; or
  - (v) if you are in breach of any of the terms and conditions of the agreement.
- (c) If we refuse to allow any withdrawal, or make any payment, from your current account, we will tell you the following by the end of the next working day after the day we receive your payment instruction:
  - (i) that we have done so;
  - (ii) the reason why we refused; and
  - (iii) if you think we have based our decision on mistaken information, how you can ask us to rectify that mistake.
- (d) We do not need to tell you of any refusal (or the reasons why) if this would otherwise be unlawful.

- 7.6 To help keep your money secure, we may limit the amount you can send from your account online or ask you to contact us for payments that require additional authorisation.

If we send money as a faster payment using the Faster Payments Scheme, that payment will be subject to the Scheme limits. Information on the Faster Payment Scheme transaction limits are available on the UK Payments Administration website [www.ukpayments.org.uk](http://www.ukpayments.org.uk). However, in some circumstances we may apply lower transactional limits and you will be notified of these when you make your payment instruction.

For further information about Faster Payments see the Frequently Asked Questions about Faster Payments on your online banking.

- 7.7 To help keep your money secure and to prevent fraud, you might need to provide additional identification before you can transact on savings accounts that have been inactive for three years or longer

## 8. Care of your cards, chequebook, PINs, passwords and security details

- 8.1 We will notify you of the PIN to be used with your cahoot debit card or cahoot credit card. We may also ask you to provide security details as a means of identification, for example when buying goods or services with your card. We may withdraw your PIN if we believe that this is necessary for security reasons to prevent misuse of your card or your cahoot account, for example where the wrong number is used more than once. You will then need to apply for a new PIN.

If we withdraw your PIN:

- (a) we will tell you of our intention to do so and our reasons why in advance, unless we are unable to in which case we will tell you immediately after we do so;
  - (b) we will inform you of this withdrawal using any of the notices listed in general condition 20;
  - (c) we do not have to tell you that we are withdrawing access to your PIN if so doing would compromise our security measures or would otherwise be unlawful; and
  - (d) you will need to contact us on the details laid out in general condition 7.2 in order for us to reactivate and/or replace your PIN codes as soon as possible, provided that the reason we gave for its withdrawal no longer exists.
- 8.2 The care of your chequebooks, cards, PINs and security details is essential to help prevent fraud and protect your cahoot account. To ensure this you MUST:
- (a) sign your physical card in permanent ink as soon as you receive it;
  - (b) destroy the notification of your PIN as soon as you receive it;
  - (c) always take reasonable steps to keep your cards safe and your PIN and security details secret and dispose of them safely. Fraudsters use various methods such as searching in dustbins to obtain personal information. You must take simple precautions such as shredding paper containing personal information;
  - (d) not keep your chequebooks and cards together;
  - (e) not write down or record your PIN, security details or personal information on your card (or anything kept with it) or on any documents relating to your account. If you do write down or record your PIN, security or personal information, you must disguise this information so that it cannot be understood by anyone else;
  - (f) not allow anyone else to use your cards, PIN or security details (not even someone with whom you share a joint account);
  - (g) never disclose your PIN, any one time passcode we provide to you or other security details to anyone else, not even a member of cahoot staff. You can request a new PIN at any time and you must do this if you think that anyone else (even a member of your family) knows your PIN.

**PLEASE REMEMBER ANYONE IN POSSESSION OF YOUR CARD WHO KNOWS THE PIN CAN GAIN ACCESS TO YOUR CAHOOT ACCOUNT.**

- (h) only disclose your security details when requested by us for identification purposes; and,
- (i) act on any further instructions we provide to you to ensure that your online banking is secure. Any instructions will reflect good security practice, taking account of developments in e-commerce;
- (j) keep your card receipts and other information about your account containing personal details (for example, statements) safe;
- (k) take care when disposing of information on your accounts. People who commit fraud use many methods such as 'bin raiding' to get this type of information. You should take simple steps such as shredding printed material;
- (l) When writing a cheque, it is helpful to prevent fraud to:
  - (i) write the full name of the person or body to whom you owe money, putting a straight line through any remaining space;
  - (ii) if the cheque is payable to, for example, HM Revenue & Customs or other large organisation add your name to the payee line with the preface 'RE' and similarly write the amount in full, putting a line through any remaining space.
- (m) take reasonable steps to secure your mobile phone or other mobile device (for example set up a security password or PIN) so that it cannot be used to access online banking if it's lost or stolen and so that others cannot access any alerts or communications from us that may be stored on it.
- (n) comply with the security procedures we tell you about from time to time.

On the website [www.cardwatch.org.uk](http://www.cardwatch.org.uk) you will find a helpful guide on what to do if you suspect card fraud.

## 9. Loss, theft or misuse of cahoot debit or credit card or cahoot chequebook, mobile device and your liability if this happens

- 9.1 If you think your debit or credit card, chequebook or mobile device has been lost, stolen or misused, or if you believe that your PIN has become known to another person or selected information from your security details has become known to another person then you must notify us as soon as possible by telephoning 0800 587 1111 (or 44 1908 937222 from outside the UK). We have the right not to refund any unauthorised transaction on your current account if any of the circumstances listed in general condition 10.2 apply.
- 9.2 We will take immediate steps to prevent them from being used to access your cahoot account.
- 9.3 You are not liable for any unauthorised use of your card, PIN, mobile device or security details in the following cases:
- (a) before you receive it;
  - (b) unless you have acted fraudulently, after you have notified us under general condition 9.1 of the loss, theft or unauthorised use of them;
  - (c) if we have failed to tell you how to notify us of the loss, theft or unauthorised use;
  - (d) if we don't apply procedures that we're legally required to use to check a payment has been authorised by you;
  - (e) if the unauthorised use of it relates to the purchase of goods or services by way of a distance contract.

For the purpose of this general condition 9.3, 'distance contract' means any contract entered into by you online or by post (including mail order), email, fax, telephone or teleshopping, unless the

purchase relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

## 10. Unauthorised or Incorrect Payments

### 10.1 Notification of Unauthorised or Incorrect Payments

If you believe that any withdrawal or payment made on your cahoot account was not authorised by you (or any other person permitted to authorise withdrawals or payments from your cahoot account) or was made incorrectly, then you must notify us as soon as possible by telephoning 0800 587 1111 (or if you call from overseas 44 1908 937222).

### 10.2 Your Remedies for Unauthorised Payments

Your remedy for an unauthorised payment will depend on whether or not your cahoot account was overdrawn at the time the unauthorised payment was taken or if you have money in your account. If you have any money in your cahoot account at the time of the unauthorised payment but the payment took it into overdraft, each element of the payment will be treated separately for these purposes.

- (a) Subject to general condition 9.3, we will not refund you in any circumstances if:
- (i) you authorised the transactions;
  - (ii) someone else used your card with your agreement;
  - (iii) you have acted fraudulently;
- (b) Subject to general condition 9.3, except where your cahoot account is in overdraft, we will also not refund you if:
- (i) someone else used your PIN or security details with your agreement;
  - (ii) you deliberately, or with gross negligence, disclosed your PIN or security details to someone else;
  - (iii) you deliberately failed to follow any of the safeguards referred to in general condition 8.2 or you are grossly negligent in failing to follow any of them;
  - (iv) after becoming aware you delayed unreasonably in notifying us that the transaction was unauthorised; or
  - (v) you failed to tell us the transaction was unauthorised within 13 months of the date on which the transaction occurred or ought to have occurred.
- (c) In all other cases, if you notify us that a payment was not authorised by you, we will refund to your cahoot account the amount of the payment and any fees and/or interest and charges directly incurred on the cahoot account as a result of the payment or which would not have been incurred or would have been earned on the cahoot account had the unauthorised payment not been made.
- (d) However, where your card, mobile device, PIN, or your security details are used without your authority by someone else in circumstances other than those in general condition 9.3 then we may debit up to £35 from you before applying the refund. You will be responsible for the full amount of the payment if any of the circumstances in general condition 10.2 (a) or (b) apply.
- (e) We will refund your account:
- (i) If your account is overdrawn, as soon as we are reasonably satisfied that you are entitled to the refund; or
  - (ii) If you have money in your account, by the end of the next Working Day after we become aware of the unauthorised payment. Before we refund your account, we are entitled to carry out an investigation if there are reasonable grounds for us to suspect that you have acted fraudulently, or we can show that you've acted deliberately or have been grossly negligent.

- (f) We may debit your account with any amount refunded under (e) where we subsequently become aware that the circumstances in (a) or (b) apply.
- (g) If you dispute that you have carried out a payment with a card, cheque, PIN or security details, we expect you to co-operate with us and the police in any investigations. We can give the police and other banks that are involved any information necessary to enable them to carry out their investigations. We have to prove: any allegation of fraud; or that you were grossly negligent in failing to follow any of the safeguards listed in general condition 8.2; or that a card has been received by you.

We will conduct any investigation as quickly as possible and may ask you to reasonably assist in that investigation.

### 10.3 **Your remedies for Incorrect Payments**

We are responsible for making payments on your cahoot account correctly. If you tell us that a payment has not been made or has been made incorrectly by us, after you tell us, we will:

- (a) refund your cahoot account with sufficient money to restore your account to the same position as if the incorrect payment had not been made. This normally means that we will refund your cahoot account with any fees and interest we have charged or you may have lost in connection with the incorrect payment;
- (b) if you ask us to, make immediate efforts to trace the incorrect payment and notify you of the results of that action.

If a payment has been delayed because of our error, we can, at your request, ask the receiving bank to ensure that the payment is credited to the payee's account as if it was made on time.

### 10.4 We do not need to do any of the things listed in general condition 10.3(a) and we are not responsible for an incorrect payment on your cahoot account where:

- (a) you fail to tell us (using the contact details provided in this document) of the incorrect payment without undue delay and in any case within 13 months of the date on which the transaction occurred (or in the case of a failed transaction ought to have occurred); or
- (b) the cause of the incorrect payment is because you gave us the wrong (or insufficient) payment information (see general condition 7.5(a)) for us to make the payment.
- (c) we can demonstrate to you (and if applicable the beneficiary's bank) that the beneficiary's bank received the payment within the relevant execution time listed in general condition 7.3 (in which case the beneficiary's bank is legally required to make the payment to the person you want to pay).

In these circumstances we will use reasonable efforts to recover any money paid out of your account or not paid into your account as a result of the failed or incorrect payment.

### 10.5 **Payments to a fraudster**

If you believe that you have been tricked into sending money to a fraudster because you made a payment:

- (a) to someone for what you thought was a genuine purpose, but which was actually fraudulent; or
  - (b) that was intended for a certain person, but you were tricked into sending money to someone else
- you must tell us as soon as possible using the contact details provided in this document and at **[cahoot.com/help-support/contact-us](https://cahoot.com/help-support/contact-us)**

Once you have told us that you have been tricked, we will look into this and apply industry standards to determine whether you are entitled to a full or partial refund. We will usually let you know within 15 working days after the day you told us about it, but we might take longer in exceptional circumstances. If we determine you are entitled to a refund, we will give you this without delay.

You may not get a refund if we find you should have known that you were sending money to a fraudster - although we will always take the circumstances in which the payment was made into account when considering this.

## 10.6 **Payments made into your account in error**

If a payment is made into your cahoot account by mistake the money may be taken back out of your cahoot account. How and when we do this will depend on the type of payment and the reason for the mistake.

- (a) For CHAPS payments and SEPA credit transfers, if the sending bank (or the sender) has made a mistake we will not take the money back out of your cahoot account without your permission. If you do not think that the payment has been made in error we will let the sending bank know.
- (b) For BACS payments or Faster Payments if we reasonably believe the sending bank (or the sender) has made a mistake, and tells us:
  - (i) within 2 months of the money being paid into your cahoot account, we may prevent you from using the money and we can take the money back out of your cahoot account and return it to the sending bank. We do not need your permission to return the money;
  - (ii) after 2 months of the money being paid into your cahoot account, we will not take the money out of your cahoot account without your permission.
- (c) If we have incorrectly credited any payment to your cahoot account we will take the money back out of your cahoot account. We do not need your permission to do so.

If a payment is made into your cahoot account by mistake, you agree that we may share all relevant information with the sending bank so that the payer can trace the money.

## 11. **Refunds for payment transactions initiated by a payee**

11.1 Unless general condition 11.3 or 11.4 applies, you may request us to refund a debit card payment if you satisfy all of the following conditions below:

- (a) at the time you authorised the payment, the person you agreed to pay did not tell you the exact amount of the payment in question;
- (b) the amount of the payment in question was higher than what you reasonably expected to pay;
- (c) we agree that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns, any relevant conditions in the agreement (including any spending limits on your cahoot account) and any other relevant circumstances, and we may ask you to provide such information as is reasonably necessary for us to assess this; and
- (d) you ask us to make the refund within eight weeks of the date the payment is taken from your cahoot account.

11.2 If you make a request for a refund under general condition 11.1 then we will, within 10 working days of the date we receive that request (or, if we ask for more information under general condition 11.1(c), within 10 working days of the date we receive that information)

either:

- (a) refund the payment in full; or
- (b) tell you that we do not agree to the refund, the reason(s) why and to whom you can complain if you do not accept our refusal.

11.3 You are not entitled to a refund under general condition 11.1 where:

- (a) you (or someone authorised by you to do so on your behalf) have given us consent directly to make the payment; and

(b) if applicable, we (or the person you agreed to pay) has given you information on the payment in question within four weeks of the due date of that payment.

11.4 You are not entitled to a refund under general condition 11.1 if the reason that the payment in question was higher than what you reasonably expected to pay is due to a change in any currency exchange rate.

11.5 Nothing in general condition 11 limits any of your rights under the Direct Debit Guarantee Scheme.

## 12. Liability issues

12.1 We will not be liable to you if we are unable to perform our obligations to you because of failure of any machine, data processing system or transmission link or because of any industrial dispute or due to any other cause which is outside our control or the control of anyone working for us or on our behalf.

## 13. Third party providers

This condition 13 only applies where your account is a Payment Account that is accessible online.

13.1 You can instruct a TPP to access information on your cahoot account as well as to make a payment as long as the TPP has identified themselves to us and acted in accordance with the relevant regulatory requirements. We will treat any instruction from a TPP as if it was from you.

13.2 Although you must not, generally, give your security details to anyone else, you may give them to a TPP if they ask for them.

13.3 It is important that you check that any TPP you use is authorised to access your cahoot account. They should make this clear from the information they give you. You must not give your security details to a third party that isn't authorised. If you do, we'll have to assume it's you that's authorising us to give access to information about your accounts and you'll be responsible for any payments made as a result.

13.4 We may refuse to allow a TPP to access your cahoot account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so. Where you revoke your consent to allow a TPP access to your account, we will tell the TPP that you have done this.

## 14. Transferring our rights

14.1 We can transfer all or any of our rights in relation to your account. We can also transfer any of our obligations but only to someone we consider capable of performing them. We will only transfer our rights and obligations under this agreement if:

(a) the transferee agrees to exercise the transferred rights or perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and

(b) we reasonably think that the policy is no less favourable to you than the policy we were following before the transfer.

14.2 You cannot transfer any of your rights or obligations in relation to your cahoot account to someone else. This means that you cannot, for example, use the funds on your cahoot account as security for money you borrow from someone else.

## 15. Terminating or suspending use of your card and/or chequebook

15.1 We may terminate or suspend or restrict your right to use a card and/or chequebook if we believe

that it is appropriate or necessary for our protection:

- (a) to prevent suspected unauthorised or fraudulent use of your card and/or chequebook; or
- (b) where we consider that there is a significantly increased risk you will not be able to repay any money you owe us on the cahoot account.

15.2 Unless we consider that a more urgent action is necessary we will give you at least seven days' notice. Cards remain our property and we may require you to return a card to us and may ask anyone acting for us to do this.

15.3 Once you have received such notice, you must not use your card and/or chequebook until we notify you otherwise.

15.4 You may terminate your right to use a card by giving notice and returning it to us. Before returning your card you must cut it in two.

Following termination, these conditions will continue to apply to any amounts you owe as a result of use of your card.

## 16. Ending the agreement and closing a cahoot account

16.1 We can end the agreement and close all or any of your cahoot accounts, by giving you not less than 60 days' notice by post, email or secure message. If you are in significant breach of these conditions or any conditions of the agreement between you and us (or if you have failed to remedy a breach where we have asked you to do so) we may close your account on giving immediate notice or less notice than that specified in this condition.

It is a condition of your cahoot account that you do not act:

- (a) abusively or violently towards our staff;
- (b) dishonestly in your dealings with us;
- (c) in any way to damage our reputation or that of any company within the Santander Group, or that of any card scheme;
- (d) in any way to otherwise damage our business or give rise to investigation or intervention by our regulator; or
- (e) in any way to give rise to, or to the reasonable suspicion of, fraud or other criminal or money laundering activities.

If you do act in any of the ways described in conditions 16.1(a) to 16.1(e), we will treat your behaviour as a breach of these conditions and we may close your cahoot account immediately.

We may also close your account at any time without notice where we are aware that keeping your account open would be unlawful or cause us to be in breach of any of our legal or regulatory requirements.

16.2 You can end the agreement and close any or all of your cahoot accounts at any time by:

- (a) calling us on 0800 587 1111 and returning all cards and chequebooks to us: or
- (b) in accordance with Condition 16.5.

16.3 You or we may close any one or more cahoot account(s) without ending any agreement you may have with us.

16.4 Where we or you end the agreement and close a cahoot account:

- (a) you must repay all the amounts you have borrowed under the agreement. We will continue to apply interest and charges on the amounts until you have paid everything you have borrowed from us under the agreement.
- (b) you are liable for transactions undertaken on your cahoot account before the closure date



even if they have not been processed by that date (including, if relevant, cheques drawn on a cahoot current account).

- (c) you must not use the relevant cahoot account (including the associated cahoot debit card and any chequebook) once notice of closure has been given.
- (d) in the case of a cahoot current account you must cut up and return to us all your and any joint account holders' cahoot debit cards or chequebook where relevant.

16.5 If you open a new account with another bank or building society which offers the Current Account Switch Service ('the Switch Service') and you ask to switch your cahoot account with us to your new bank or building society using the Switch Service, you will sign a Current Account Switch Agreement and Account Closure Instruction form asking them, on your behalf, to instruct us to close your cahoot account with us. Once the seven day Switch Service starts, your instruction to close your cahoot account with us will be received by us and cannot be changed and we will close your cahoot account on the date your switch completes (or when you have repaid any money owing on your cahoot account with us, if later). For further details, please refer to the Current Account Switch Agreement Service Conditions provided by your new bank or building society and which sets out the full terms and conditions for the Switch Service.

16.6 When your cahoot current account is closed we will, depending on the reason for closure, provide you with access to information on the transactions on your cahoot current account that have taken place in the 5 years prior to the account closure, unless you tell us you do not want this information. You will also be able to request information on transactions on your account before it was closed for up to 5 years following account closure. We will give you more information about this if your cahoot current account is closed. Details will also be available on our website.

## 17. Waiver

17.1 We may decide not to enforce any of the terms and conditions of the agreement. If we do so, we will not be deemed to have waived those terms and conditions on any other occasion.

## 18. Variation of terms and conditions

18.1 We can change these terms and conditions and the special conditions, including interest rates, fees and charges (including removing or adding fees or charges) and other terms where the change is to:

- (a) take account of an actual, or reasonably expected, change in the interest rates we receive or we have to pay, for example, as a result of a change to the Bank of England Base Rate;
- (b) reflect an actual, or reasonably expected, change in our underlying costs including any relevant funding costs;  
(This could include administrative and employment costs for our staff, building costs and rent for our branches and other operational costs that need to be allocated across our customer base.)
- (c) take account of any actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulator or similar body);  
(For example, where new rules require us to alter notice periods or the way in which we provide you with information. Or, where a court or the Financial Ombudsman makes a decision in relation to a particular customer which has an impact on all of our customers, we may need to make changes to this agreement.)
- (d) or to our way of doing business, including the introduction of new technology or the advancement or change in use of technology;  
(For example, to reflect advances in digital banking or the adoption of new ways of processing payments.)

- (e) make them clearer or more favourable to you; or

(For example, to make our terms easier to understand.)

- (f) reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you.

Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

18.2 As you may hold an account with us for a long time, we can't anticipate everything that might happen over this period. This means we may also need to make other changes.

18.3 We will not change your interest rate during any specified fixed rate period.

18.4 Where the change is to a payment account, we will give you at least 2 months' personal notice before we make a change, unless the change relates to a change in interest rate and:

- (a) the change is to your advantage;
- (b) the change results from an interest rate that tracks a specified external independent rate; or
- (c) the change is to an exchange rate which tracks our reference exchange rate,

in which case we will (for changes other than exchange rate changes) give you notice within 30 days of making the change by one or more of the following methods: personally or by displaying a notice in the national press or on our website. If we put a notice in the press, we will use two national newspapers. Our latest exchange rates are available on request.

18.5 Where your cahoot account is a non payment account, we will give you at least:

- (a) 14 days' personal notice before we decrease the interest rate on your cahoot account where the interest rate does not track a specified external independent rate, unless there is less than £100 in the account in which case we may not give you any notice; or
- (b) 30 days' personal notice before we make any other change, (other than changes to our reference exchange rates),

unless the change is to your advantage, in which case we may make the change immediately and tell you about it within 30 days by one or more of the following methods: personally or by displaying a notice in the national press or on our website. If we put a notice in the press, we will use two national newspapers.

If the interest rate on your cahoot account tracks a specified external independent rate we do not need to give you any notice if we change the interest rate on your cahoot account.

18.6 We may change our exchange rates immediately and without notice to you. Our latest exchange rates are available on request.

18.7 For accounts with no fixed duration, we may also:

- (a) convert your cahoot account to another account in our range (for example, if you are no longer eligible for the account or if we decide to no longer offer that particular type of account); or
- (b) change interest rates, fees and charges (including removing or adding fees or charges) and other terms.

In each case, we will give you at least 2 months' personal notice before we make the change and if you are not happy you may close the account as set out in general condition 19.

18.8 When we tell you about a change by giving you personal notice (or we refer to notifying you personally), this may be by:

- (a) sending you an email;
- (b) putting a secure message in the secure zone;
- (c) (where appropriate) by post;

- (d) statement message; or
- (e) mobile text messaging (where available).

## 19. If you are not happy with changes to your cahoot account

- 19.1 If you are unhappy with any change we make under general condition 18 other than a change that is to your advantage, that tracks a reference interest rate or reference exchange rate, or that is an interest rate change on a non payment account, you are free to close your account (without loss of interest or additional charges):
- (a) in the case of a payment account, at any time prior to the change coming into effect;
  - (b) in the case of a non payment account, at any time during a period of 30 days from the date of the notification (where the change is to an interest rate or charge) or a period of 60 days from the date of the notification (where the change is to another Condition), in each case, after which you will be treated as having accepted the change.

## 20. Notices

- 20.1 Unless specifically addressed elsewhere in the agreement, we can give you notices by email, by secure message, by post to your last address known to us, by telephone, by mobile text messaging, or any other method which we notify to you. If your postal or email addresses, telephone numbers, or bank account from which you are making your monthly payments to your cahoot account changes, you must update this information in the secure zone immediately.
- 20.2 Any notice under these conditions must, unless otherwise specified, be given in English, in writing, as follows:
- (a) by you to us by secure message in online banking or by calling 0800 587 1111 or by writing to us at cahoot, 9 Nelson Street, Bradford, BD1 5XS; or
  - (b) by us to you, using any of the contact details you have given us.
- 20.3 All agreements and other information that we are required to give you will be in English. cahoot will communicate with you in English throughout our relationship with you. We will only accept communications and instructions from you in English.

### 20.4 Alerts Service

- (a) We will register you for a free alerts service on your cahoot account. This means we will automatically send you messages about arranged and unarranged overdrafts on your cahoot current account to help you avoid or minimise any charges. We may also register you for other alerts to help you manage your account in the future.
- (b) These alerts will be sent by SMS. If you currently receive these alerts by email, you will continue to do so unless you tell us otherwise. We may choose to send these alerts by push notification in the future.
- (c) We can also provide you with other alerts which allow you to obtain information relating to the balance and transactions on your account via the different alerts available. You can find out more details about these alerts and request to receive them in Online Banking or by calling us.
- (d) Once registered, you can update the mobile number or email address used for alerts in Online Banking or by calling us. You can also opt out, change or cancel alerts at any time through Online Banking, or by calling us. You will not be able to opt-out of certain alerts if there is a regulatory requirement that prevents this.
- (e) We will only send you each message once. If you delete a message, we cannot send it again.
- (f) All balances in any alert will be correct as at the date and time stated in the alert. The balance may not include transactions that are still being processed and is therefore subject to change.

(g) If we do not send an alert or if it is inaccurate, we will only be responsible for any charges you incur on your account which you could otherwise have avoided.

## 21. How to complain

21.1 At cahoot it is important to us that we continue to improve our services and products and provide you with the service you expect. We want to know when things don't go well so we have the opportunity to put them right for you and potentially other customers. The best way to contact us is over the phone so that we can talk to you in person, please call us on 0800 587 1111.

We'll aim to provide you with a decision as quickly as we can. Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [www.cahoot.com](http://www.cahoot.com). You may also be able to refer your complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

21.2 Firms providing payment services, such as banks and credit card issuers must follow legal requirements under the Payment Services Regulations. These include providing you with the appropriate information about your transactions and requirements around how they operate your account. If you think we've failed to meet these legal requirements, you can complain to the FCA. For more information visit: <https://www.fca.org.uk/consumers/how-complain/submit-information-payment-services-e-money-firm>. Alternatively, if you originally purchased your product with us online, you could submit your complaint through the European Commission's Online Dispute Resolution website. The European Commission may ultimately forward your complaint to the Financial Ombudsman Service. You can find out more information at <http://ec.europa.eu/odr>

## 22. Taxation

22.1 Any interest earned on your account will be paid using the gross rate. This means all the interest we pay you will be without tax deducted. If the total amount of interest you receive exceeds any Personal Savings Allowance to which you're entitled, you may have to pay tax at the applicable rate. This would need to be paid directly to HM Revenue & Customs ('HMRC'). For more information, please visit [gov.uk](http://gov.uk) and search for 'Personal Savings Allowance'. Other taxes or costs may exist that are not paid via us or imposed by us. It is your responsibility to ensure that this tax is paid.

The following conditions 22.2 to 22.5 are only applicable if you are covered by the tax requirements of another country:

22.2 We may be legally obliged to disclose information about you and your account to HMRC, who may in turn pass this on to other tax authorities in line with international agreements or treaties that may be in force.

You agree that we may provide any documentation or information to HMRC that they may be obliged to share with an overseas Tax Authority in accordance with the provisions of any law, legislation or regulation of the UK.

22.3 You will agree to provide us with personal information, declarations or certifications that we are required to retain by law within 30 days of us making a request to you, to enable us to determine whether your account details will need to be reported to HMRC or another overseas Tax Authority in line with condition 22.2 above.

22.4 You agree to inform us promptly in writing if any of your personal information changes or there is any change in the circumstances following any certification that you may have provided to us.

22.5 We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

## 23. Death

- 23.1 If a cahoot account is in your sole name, we will ask your personal representatives to provide proof of their authority and then allow them to close your cahoot account. Any amounts borrowed on your cahoot accounts must be repaid.
- 23.2 Other than a cahoot credit card, if the cahoot account is in joint names it will continue in the name of the survivor. We may share information about the account with the deceased's personal representatives. This could include historical information about how the account was operated as well as statements and details about the state of the account at date of death. This is the case even if the account isn't held in joint names any more when the person dies (in which case we may still provide information about the period when it was held as a joint account).

## 24. Using money between accounts (set-off)

- 24.1 If any money is overdue for payment on any other account you have with us (such as a loan, mortgage, credit card or overdraft) we may take the money you owe us out of your account by way of set-off or otherwise. We can use our right of set-off where you have accounts which are held in your sole name as well as joint accounts you hold with another person. Where possible we will give you at least seven days' notice, unless we reasonably think that you may move your money to stop us.

## 25. Financial Services Compensation Scheme

### **Important information about compensation arrangements.**

- 25.1 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be the current FSCS limit each. The current FSCS limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account and not to each separate account.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please:

- call us on 0800 587 1111;
- ask at your local Santander branch;
- refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk); or
- call the FSCS on 020 7741 4100 or 0800 678 1100.

Please note only compensation related queries should be directed to FSCS.

### **Santander UK plc and cahoot**

Santander UK plc is an authorised deposit taker and accepts deposits under this name and the cahoot and Santander Corporate and Commercial trading names.

## 26. Governing law

- 26.1 The agreement (and, to the extent applicable, our relationship with you before you open your cahoot account) and any non-contractual obligations arising out of or in relation to the agreement is governed by English law.

You and we agree that the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these conditions including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with these conditions, except where:

- (a) you open your cahoot account in Scotland where the courts of Scotland will have jurisdiction; or
- (b) you open your cahoot account in Northern Ireland where the courts of Northern Ireland will have jurisdiction.

## 27. Legal information and contact details

27.1 cahoot provides savings and banking products to customers. cahoot is a division of Santander UK plc. Santander UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 106054).

Santander UK plc is also licensed and regulated by the Financial Conduct Authority in accordance with the Consumer Credit Act 1974 to provide the overdraft services on your current account.

To see details of our registration please visit the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Santander UK Registered office: 2 Triton Square, Regent's Place, London NW1 3AN.

## 28. Tariff of charges

28.1 The tables below show the fees and charges on cahoot accounts.

### cahoot current account:

Cash withdrawal in pounds in the UK from cash machines or over the counter	Fee not charged (Some cash machines will impose a charge)
Foreign currency conversion fee for cash withdrawals using a Santander cash machine in Spain using a cahoot debit card	Free
Foreign currency conversion fee for cash withdrawals and cahoot credit card or cahoot debit card payments	Additional 2.95% of the withdrawal or purchase amount

### cahoot credit card: (Not currently on sale)

Cash withdrawal fee in pounds in the UK	1.5% of the value (minimum £1.50)
Over the counter cash withdrawals in pounds in the UK	1.5% of the value (minimum £1.50)
Cash withdrawal fee in foreign currency (in and outside the UK) or in pounds outside the UK (including cash machines, purchase of travellers' cheques or foreign currency at another bank, bureau de change or other outlet displaying the Visa or Mastercard sign abroad).	1.5% of the value (minimum £1.50)
Foreign currency conversion fee for cash withdrawals and cahoot credit card or cahoot debit card payments	Additional 2.95% of the withdrawal or purchase amount

## cahoot current account: overdraft rates and fees

Unarranged overdraft interest	Interest not charged
Arranged overdraft interest	9.40% APR*/EAR** (variable)
Fee for refusing a payment due to lack of funds	Fee not charged
Fee for allowing a payment despite lack of funds	Fee not charged

\*APR stands for Annual Percentage Rate. It shows the overall cost of credit as an annual rate of charge, taking into account the interest, charges and any other costs involved in getting credit. It doesn't include any other fees and charges.

\*\* EAR stands for Effective Annual Rate and represents the yearly cost of an overdraft, which takes account of how often we charge interest to the account, and does not include any other fees or charges. Overdrafts depend on your circumstances and you must repay any overdraft when we ask, in line with the 'cahoot current account – conditions (not currently on sale)'.

\*\*\* For full details of the arranged overdraft interest applicable to your account, please go to 'View transactions' in online banking at [www.cahoot.com](http://www.cahoot.com).

## Other Charges

Paper statement	£5
Bankers' reference	£10
Copy cheque	£4
Foreign currency cheque deposit fee	£10
Late repayment on cahoot credit card	£12 per late repayment
Returned payment fee on cahoot credit card	£12
Over limit fee on cahoot credit card	£12
CHAPS and International Payments	£25
SEPA (non-urgent euro transfer)	Fee not charged

## 29. Dormant current and savings accounts

29.1 We participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Limited (RFL). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your account to RFL, you will have against RFL whatever right to payment of your balance you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.

Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

29.2 If you do not make any transactions on your account for one year in the case of current accounts and three years in the case of savings accounts then we may treat your account as being dormant to remove the risk of fraudulent activity. This means that we will stop sending you statements and letters. To make your account active again, you will need to call the cahoot contact centre and will need to provide two pieces of personal identification such as a passport or driving licence, by post or fax.

## 30. Your information

You consent to us using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes

## cahoot savings accounts – conditions (not currently on sale)

### 1. Introduction

1.1 These conditions explain our obligations to you and your obligations to us in relation to the cahoot savings account.

### 2. Financial details

2.1 The minimum investment amount is £1 and the maximum investment amount is £2,000,000.

### 3. Deposits, withdrawals and closures

#### 3.1 Deposits

- (a) You may pay money into a cahoot savings account by transfer from another cahoot account. You can also pay money into your account by standing order, Faster Payments or CHAPS – you will need to give your bank your eight-digit account number and sort code 09-06-43.
- (b) We do not accept cash or cheques for credit to a cahoot savings account;
- (c) Deposits made electronically can be used and will earn interest from the day the money is paid into your account.

#### 3.2 Withdrawals

- 3.2.1 You may make withdrawals by sending money to another cahoot account or to an external account. The money will normally be taken from your cahoot savings account on the same working day we receive your payment instruction. The money will normally reach the bank of the person you want to pay no later than the end of the working day following the working day on which we receive your payment instruction. However, if you want to pay a person located outside the European Economic Area, the payment may take longer.
- 3.2.2 If we are able to send the money as a Faster Payment using the Faster Payment Scheme, then the payment will normally reach the bank of the person you want to pay sooner than the timescale referred to in condition 3.2.1. Please see condition 3.10(a) of the cahoot current account conditions for further information about faster payments.

3.3 You may open up to three savings accounts per issue.

#### 3.4 Closure

You may close your cahoot savings account at any time. To close your cahoot savings account please send us a message from within the secure zone stating that you wish to close your account or, alternatively, contact cahoot on 0800 587 1111.



## 4. Interest

- 4.1 Variable interest rates apply. Details of our current interest rates and charges are available on our website [www.cahoot.com](http://www.cahoot.com). See general condition 18, variation of terms and conditions, for further information.
- 4.2 Interest is calculated daily including on a Saturday, Sunday and Bank Holidays, on the amount in your cahoot savings account at the end of each day (excluding any uncleared items) and will be credited to your cahoot savings account:
- (a) on the first anniversary of opening your account, and then annually on the same date after that, if you choose to have interest paid annually; or
  - (b) on the first day of the following month after opening your account, and then monthly on the first day of each month after that, if you choose to have interest paid monthly.
  - (c) For the purpose of calculating interest we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis. Interest is calculated differently in a leap year and deposits made after 29 February will receive less interest than they would in a non-leap year.

The table below shows you when payments into your cahoot savings account will earn interest and when withdrawals from your cahoot savings account will stop earning interest:

Payment type	Payments into your cahoot savings account – when interest will be earned from	Withdrawals from your cahoot savings account – when interest will stop being paid
<b>Cash</b>		
Using your card at any Post Office® branch	On the day the money is received by us	On the day the withdrawal is made
<b>Electronic Payments</b>		
Electronic payments and payments made using the Faster Payment Scheme	On the day the money is received by us	On the day the payment is made

- 4.3 If interest is payable on your account, you will start to earn interest from the day that funds are paid in provided that it is successfully received by us before the cut off time on that day. You will stop earning interest from the day that funds are withdrawn provided that it is successfully taken out before the cut off time on that day, the cut off time for both payments into and withdrawals from your account is usually not before 8pm (please note cut off times may be earlier for Post Office branches that close at 5pm).
- 4.4 In some cases (such as moving money from one account to another using online banking) a payment made into your account may appear on your cahoot savings account on a non working day (or outside the cut off time of a working day). In this instance the funds may be available.
- 4.5 You must choose the frequency of your interest payments when you open your cahoot savings account and this cannot be changed once your account has been opened.

## 5. Statements

A monthly statement will not be sent to you by email each month, but annual statements in the form of an e-document will be available for viewing online from within the secure zone.

## cahoot current account – conditions (not currently on sale)

### 1. Introduction

- 1.1 These conditions explain our obligations to you and your obligations to us in relation to the cahoot current account.
- 1.2 You are limited to holding a maximum of three cahoot current accounts at any time (including joint and single accounts).

### 2. The cahoot debit card

- 2.1 Using your card:
  - (a) We may be asked to authorise a cahoot debit card payment before it can be completed. If we do authorise the debit card payment, your current account balance will change by the amount of the authorisation.
  - (b) We may refuse to authorise any debit card payment at our sole discretion in accordance with general condition 7.5 of the cahoot general conditions.
  - (c) After you have used your cahoot debit card to make a debit card payment, you cannot cancel that payment.
  - (d) Where a shop or other person you have paid using your cahoot debit card gives you a refund, your cahoot current account will be re-credited when we receive an acceptable refund voucher.
  - (e) Your cahoot debit card can be used for cash withdrawals.
- 2.2 If you do not have a cahoot debit card, at any time, you may request one by calling us on 0800 587 1111, and we will send you a cahoot debit card and a PIN.
- 2.3 You can change the PIN for your cahoot debit card at any LINK cash machine which has a PIN Service facility.
- 2.4 If a cahoot debit card is sent to you, we can renew it with the same type of card or a different type of card covered by the agreement which you qualify for at that time.

### 3. Deposits, withdrawals and closures

- 3.1 You can receive money into your cahoot current account by standing order, Direct Debit and other electronic funds transfers. You may also make cheque deposits by post to us or by cheque or by cash at most Post Offices within the UK. You cannot deposit cash or cheques in Santander branches or Santander cash machines.
- 3.2 In some cases (such as moving money from one account to another using online banking) a payment made into your account may appear on your account on a non-working day (or outside the cut off time of a working day). In this instance the funds may be available.
- 3.3 There may be a maximum or minimum limit to the amount of money that can be held in an account. Visit [cahoot.com](http://cahoot.com) or call us on 0800 587 1111 for details about any maximum or minimum limits.
- 3.4 Paying money in at a Post Office may be subject to daily limits which we will tell you about.

3.5 The table below shows you when payments into your cahoot account will be available to you, when you will earn interest and when overdraft interest or fees will stop being incurred:

Payment In	When you can use the funds	If interest is payable on your cahoot account, when it will be earned from	If your cahoot account has an overdraft, when you will stop incurring overdraft fees if the payment pays off your negative balance
<b>Cash</b>			
Using your card at any Post Office® branch	Immediately	On the day the money is received by us	On the day the money is received by us
<b>Electronic Payments</b>			
Receiving money electronically and also receiving money using the Faster Payment Scheme	The money will usually be available as soon as we receive it. Generally, this will be on the same day it is sent	On the day the money is received by us	On the day the money is received by us

If applicable to your cahoot account, you will start to earn interest or stop incurring overdraft fees from the day that funds are paid in provided that is it successfully received by us before the cut off time on that day, the cut off time is usually not before 8pm (please note cut off times may be earlier for Post Office branches that close at 5pm). We calculate overdraft fees and interest daily, including on a Saturday, Sunday and Bank Holidays. For CHAPS, EEA or International Payments please see the cahoot CHAPS, EEA or International Payments terms and conditions.

3.6 For cheques, the following applies:

- (a) Cheques go through a 'clearing cycle' which affects when funds will be made available to you, when interest starts to be earned from and when you can be sure the money is yours. Please see below for information on the clearing cycles for cheques.
- (b) Cheques can be returned unpaid by the bank of the individual who wrote the cheque, even where funds have been made available to you. Even if you have used these funds to make a withdrawal or make a payment, we may still be able to take the money back out of your account. Where it is established that you are a party to a fraud, we can recover these funds at any time. If taking the money back out of your account means that you would have no money left in your account and you do not have an arranged overdraft, or would cause you to exceed any arranged overdraft limit, you may be charged unarranged overdraft interest. If your arranged overdraft limit has been exceeded, you must immediately pay sufficient money into your cahoot current account to bring your cahoot current account balance within your agreed limit.

For other information on cheque clearing services in the UK, please visit [www.ukpayments.org.uk](http://www.ukpayments.org.uk).

## Cheque clearance timescales

Day cheque paid in	Day interest begins	Day we allow you to withdraw the money out	Day you can be sure the money is yours
Monday	Tuesday	Tuesday	Tuesday
Tuesday	Wednesday	Wednesday	Wednesday
Wednesday	Thursday	Thursday	Thursday
Thursday	Friday	Friday	Friday
Friday	Monday	Monday	Monday
Saturday	Tuesday	Tuesday	Tuesday
Sunday	Tuesday	Tuesday	Tuesday

Cheques paid in at the Post Office or through the post will take additional time to reach our processing centre. The timescales above will begin when they reach our processing centre.

If a cheque is paid into your cahoot account, it will start to earn interest, unless the item is returned not paid, and you can be sure that the money is yours to withdraw by the end of the next working day (up to 11.59pm). An extra working day should be added for cheques paid in on a non-working day.

Under this clearing system cheques are paid in and cleared using an image of the cheque. So if you want a copy of the cheque we will only be able to give you a copy of the imaged cheque.

If you are making a payment by writing a cheque you should always make sure you have sufficient available money in your cahoot account to make the payment when you write the cheque as the money could leave your cahoot account as early as the day after you have written the cheque and given it to the recipient.

For more information about cheque clearing cycles see the Frequently Asked Questions on our website.

### Cash deposits

- 3.7 Cash can be paid into your account over the counter at a Post Office using your debit card (other than in the Isle of Man).
- 3.8 Cash paid in at a Post Office in the Isle of Man must be paid in using a credit slip and we will pay the cash into your account when we receive it, normally the second working day after deposit at the Post Office.

### Payments from your cahoot account

- 3.9 Payments by phone, Direct Debit or standing order are normally taken from your account on the same working day we receive your instruction. The payment will normally reach the bank of the person you want to pay no later than the end of the working day following the working day on which we receive your instruction.
- 3.10 Payments made using online banking and electronic transfer are normally transferred from your account on the same day we receive the Payment Instruction (including non-working days). The money will normally reach the bank of the person you want to pay no later than the end of the day following the day on which we receive the Payment Instruction.
- 3.11 If we are able to send your payment as a Faster Payment using the Faster Payment Scheme, then the payment will normally reach the bank of the person you want to pay sooner than the timescale referred to in condition 3.9 provided that:

- (a) the bank of the person you want to pay is a member of the Faster Payments Scheme;
- (b) you have provided a sort code for the bank of the person you want to pay which is recognised by the Faster Payment Scheme;
- (c) the amount of the payment is within Faster Payment Scheme limits (see condition 7.6 of the cahoot general and product specific terms and conditions);
- (d) we do not suspect fraudulent activity on your account. (There may be a delay in processing the payment instruction while fraud prevention checks take place. We may need to contact you if we suspect that a payment is fraudulent.) If we contact you, this may be by phone and may include an automated message.
- (e) It does not exceed any transactional limits that we may apply.

If we are unable to send your payment as a faster payment, we will attempt to contact you to agree an alternative method of sending the money.

3.12 The table below shows you when withdrawals from your cahoot account will stop earning interest and when overdraft fees will be incurred:

Withdrawals	If interest is payable on your cahoot account, when it will stop being paid on the money you withdraw	If your cahoot account has an overdraft, when you will stop incurring overdraft fees if the payment pays off your negative balance
<b>Cash</b>		
Using your card at any Post Office® branch	On the day the withdrawal is made	On the day the withdrawal is made
At any cash machine		
<b>Electronic Payments</b>		
Making an electronic payment from your account or making a payment using the Faster Payment Scheme	On the day the payment is made	On the day the payment is made

If applicable to your cahoot account, you will stop earning interest or start incurring overdraft fees from the day that funds are withdrawn provided that it is successfully taken out before the cut off time on that day, the cut off time is usually not before 8pm (please note the cut off times may be earlier for Post Office branches that close at 5pm). We calculate overdraft fees and interest daily, including on a Saturday, Sunday and Bank Holidays. For CHAPS, EEA or International Payments please see the cahoot CHAPS and International Payments terms and conditions.

- 3.13 If you are sending money outside the UK or in a currency other than pounds, please also see the cahoot CHAPS and International Payments terms and conditions.
- 3.14 Automated payments from your account (e.g. standing orders, Direct Debits) will normally be debited at the beginning of the working day they are due. Deposits paid into your account on the day an automated payment is expected may not therefore be available to meet that payment.
- 3.15 Please ensure that you have sufficient funds in your account for automated payments and cheques, and that you do not rely upon automated deposits to meet these commitments.

If you don't have available money in your account at this time, we will try to make the payment again later that afternoon (and for standing orders, again in the morning of the following working day). You will have until then to credit your account with sufficient cleared funds to move your balance back into a credit position or an arranged overdraft so that we can make the payment.

You should not reattempt the payment yourself until we have retried to make the payment.

For more information about when we will retry to make automatic payments, please see our website at [cahoot.com](http://cahoot.com).

- 3.16 If we are unable to pay a Direct Debit(s) or standing order(s) item on your account we will rely on you regularly monitoring your account to see this information.

**Cash withdrawals**

- 3.17 There are maximum daily limits on the amount of cash you can withdraw from your cahoot current account using your cahoot debit card. Information on the maximum daily cash withdrawal limit can be found on the card carrier that comes with your debit card. You should contact the telephone contact centre if you wish to withdraw more cash than the maximum daily limit.

**Closure**

- 3.18 You may close your cahoot current account at any time. To close your cahoot current account please send us a message from within the secure zone stating that you wish to close your account or, alternatively, call us on 0800 587 1111.

**4. Using your cahoot debit card**

- 4.1 Your cahoot debit card can be used to make purchases, cash withdrawals (at Santander UK cash machines or any other LINK machine displaying the VISA or Mastercard logo), recurring transactions or other transactions in accordance with the general conditions.

**5. Payments to and from the UK and foreign currency transactions**

- 5.1 You can make and receive payments to and from the UK and other countries using your cahoot current account.
- 5.2 Payments in a foreign currency:
  - (a) will be converted to/from pounds at our current exchange rate as at the date we receive the payment instruction for that type of transaction;
  - (b) may also have charges deducted by other correspondent banks that are used in the routing of the payment; and
  - (c) our exchange rates for foreign currency payments are based on our cahoot reference exchange rates for the relevant currency. We have different reference rates depending on the size of the transaction and whether you are buying (if you are sending a payment) or selling currency (if you are receiving a payment into your cahoot account). Details of the relevant reference exchange rate will be displayed when you make a payment and are also available by calling us on 0800 587 1111.
- 5.3 Debit card payments and cash withdrawals in a foreign currency:
  - a) will be converted into pounds using the Visa or Mastercard exchange rate as at the date we receive the Payment Instruction to debit your account (which may not be on the same day that you authorised the payment). You can find out the exchange rate by visiting [www.visaeurope.com/making-payments/exchange-rates](http://www.visaeurope.com/making-payments/exchange-rates) for Visa cards or [www.mastercard.com/global/currencyconversion/index.html](http://www.mastercard.com/global/currencyconversion/index.html) for Mastercard cards or by calling us on 0800 587 1111;
  - b) will incur a foreign currency conversion fee based on the amount of the transaction or cash advance in the currency of origin; and
  - c) you may incur commission fees imposed by the retailer or bank that carries out the card payment or cash withdrawal.Please see general condition 28 for full details on cahoot debit card and cash machine fees.
- 5.4 We will send you any regulatory alerts we are required to when you make a card payment or cash withdrawal overseas.

5.5 Further conditions will be sent to you when you request a foreign currency payment, however please refer to our tariff section for further information on our charges for these services. Please refer to the cahoot CHAPS and international payment terms and conditions which are available at the end of this document.

## 6. Cheques

6.1 We will 'cancel' one of your cheques at your request, if you send us a secure message or call us on 0800 587 1111 (or on 44 1908 937222 from outside the UK) as long as:

- (a) the cheque has not already been paid;
- (b) you give us sufficient details, of most importance are the account number and cheque number; and,
- (c) you have not used your cahoot debit card to guarantee payment of the cheque.

6.2 You should not write a future date on a cheque. If you do, we can decide whether to pay it or return it.

6.3 Cheques typically become out of date after six months, so you should pay them in so that they clear in that time, although please check to see if your cheque has an earlier expiry date on it.

### 6.4 Foreign currency cheques

If you ask us to pay a Foreign Cheque into your current or savings account the following terms apply:

There are two methods we use in order to pay a Foreign Cheque into your account; Negotiation or Collection. In both cases a £10 charge will be debited to your Account.

Negotiation is normally quicker than Collection, however it is not available in all cases, depending on the value, currency and country.

If we pay by Collection we will usually have to use the services of another bank (called a Correspondent bank) to deal with the cheque for us. Their costs will be deducted from the final amount paid into your Account.

Negotiation:

- Payment by Negotiation can be used when criteria can be met.
- The funds will normally be made available to you after six working days.

Collection:

- Payment by Collection is used if certain criteria means the cheque cannot be paid by Negotiation;
- The funds will be credited to your account when the cheque is paid. This is normally between 2-8 weeks, depending on the foreign bank.

In both cases, if the cheque is returned unpaid you will be liable for the costs set out in condition (iv)

#### (i) Receiving your request to deposit a Foreign Cheque

- (a) Send the Foreign Cheque, with your signature on the back, along with the account number and sort code you want it paid into, to the following address: cahoot UK FCD Team, 1st Floor Ops Block, Bridle Road, Bootle, Merseyside L30 4GB.
- (b) We will not accept liability for any Foreign Cheques until they have been received by the cahoot UK Foreign Cheque Team.
- (c) We will determine the most appropriate method of clearance based on the value, currency and country the cheque is drawn on.

- (d) If we receive a Foreign Cheque but are unable to process it, we will return the cheque to you with the reason as soon as possible.
- (e) The exchange rate used in converting the cheque from the foreign currency into pounds will be on the date of processing for cheques paid by Negotiation, and on the day we receive settlement from the drawing bank for cheques paid by Collection.

#### **(ii) Refusal to deposit a Foreign Cheque**

We will not be able to pay the proceeds of a cheque into your Account if:

- there is insufficient available money (or insufficient available overdraft) in your Account to cover our fees for processing the cheque;
- we suspect it may place us in breach of any legal requirements;
- we suspect it relates to fraud or any other criminal act; or
- you are in breach of any of these Conditions or the General Conditions.

#### **(iii) Fees and Correspondent Charges**

- (a) You agree to pay our charges in relation to the Foreign Cheque deposit. By paying the cheque into your Account you agree to these conditions including the debiting of the relevant charges.
- (b) You will also be liable for any Correspondent charges incurred in relation to the Collection of the cheque. Unless we tell you otherwise, we will deduct all Correspondent charges from the proceeds of the cheque.
- (c) You will also be liable for any Correspondent charges if the cheque is returned unpaid.

#### **(iv) Unpaid Cheques**

- (a) If a cheque is returned unpaid (sometimes called 'bounced') your Account may be debited with a £5 charge for our costs in dealing with the unpaid cheque.
- (b) If any Correspondent charges have been levied in respect of the unpaid cheque, these will also be debited from your Account. You will be notified in writing of any such charges as soon as possible after the debit. This applies to both Negotiated and Collected cheques.
- (c) If the cheque is returned unpaid and we have already credited your Account, we will debit your Account with the value of the cheque, using the exchange rates which apply at the date of the debit. This means that your Account could be charged a different amount to the amount you originally received.

#### **(v) Your personal information**

When using established banking relationships to process your Foreign Cheque, personal information about you may need to be provided to overseas authorities to comply with applicable legal obligations and to prevent crime. This information may include your full name, address, date of birth and account number. By making your request you consent to us sending this personal information to such overseas authorities.

#### **(vi) Foreign Cheque negotiation**

After we receive your request, we will provide or make available the following information:

- the date on which we received your request;
- a reference enabling you to identify the request;
- the amount deposited into your Account in pounds;
- the amount of any fees payable and, where applicable, a breakdown of those fees; and



- the exchange rate used in converting the cheque from the foreign currency into pounds.

#### **(vii) Foreign Cheque collection**

After we receive confirmation the Foreign Cheque has been paid, we will promptly provide or make available the following information:

- the amount deposited into your Account in pounds;
- the amount of any fees for the request payable by you and, where applicable, a breakdown of those fees; and
- the exchange rate used in converting the cheque from the foreign currency to pounds.

#### **(viii) Fraudulent Transactions**

In some countries, Foreign Cheques paid by Negotiation or Collection can be declared fraudulent for a period of up to seven years. Should this happen, we may debit the proceeds of the cheque from your Account (or recover the funds from you; for example, if your Account is closed). In this case we may debit your Account with the value of the Foreign Cheque, using the exchange rates which apply at the date of the debit. This means that your Account could be charged a different amount to the amount you originally received.

#### **(ix) Foreign currency cheque issuance**

If you ask us to issue you with a cheque in a foreign currency the following terms apply:

- (a) when you request a foreign currency cheque your account will be debited immediately when we process your instruction. The conversion will be made using our current exchange rate applicable to payments made out of your account at the time the cheque is drawn;
- (b) once we have issued a cheque to you, it becomes your sole responsibility to deliver this to the beneficiary. The cheque will be payable on presentation, within six months, to the bank on which it is drawn;
- (c) if the cheque is no longer required or has been lost, you can ask us to cancel the cheque. Once confirmation of the cancellation is received we will re-credit your account;
- (d) if the refund is in a currency that is different to your account we will convert it. The conversion will use our current exchange rate applicable to payments made into your account at the time that we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited;
- (e) a refund can only be made once we have received confirmation that the cheque has not been presented or has been returned to us (unless it has been stolen);
- (f) any charges resulting from the cancellation, refund or stopping of a cheque may be debited to your account;
- (g) special conditions apply for cancelling a cheque in some countries. For these, written confirmation from the payee, stating that they will no longer make a claim on the cheque, will be required. The timescales for this are beyond our control. If the cheque has been lost or stolen, we may require further supporting evidence in order to make a refund or reissue;
- (h) if the cheque has not been presented for payment after six months, we reserve the right to cancel the cheque and re-credit your account, excluding any charges, using our current exchange rate applicable to payments made into your account at the time that we re-credit your account. This may mean that your account will be re-credited with a different amount than was originally debited.

## 7. Overdrafts

- 7.1 An overdraft is intended as a form of short term borrowing and is generally not suitable for long term borrowing.
- 7.2 If we have agreed to provide you with an arranged overdraft facility, we will determine your arranged overdraft limit and tell you what it is from time to time. If you make use of an arranged overdraft facility, we will charge you arranged overdraft interest. For details of the arranged overdraft interest rate applicable to your account, please go to 'View transactions' in online banking at [www.cahoot.com](http://www.cahoot.com).
- If you go past your arranged overdraft limit, we will not charge you unarranged overdraft interest, however your Direct Debits, standing order and other direct payments from your cahoot current account may be refused due to a lack of funds.
- 7.3 We can review your arranged overdraft limit. We will usually give you no less than 30 days' notice of our intention to change your arranged overdraft limit but may do this without advance notice to you where it would be reasonable to do so. If we reduce your arranged overdraft limit, you will be required to repay any excess over your new arranged overdraft limit immediately.
- 7.4 If you use your overdraft you will be expected to make monthly deposits in to your cahoot current account, if you do not deposit money regularly your arranged overdraft facility may be withdrawn. Regular deposits into your cahoot account will help us to make decisions in response to requests you may make to us. This could include requests from you for additional cahoot accounts or for increases to your credit card limit, or overdraft limit.
- 7.5 We can require you to repay all or any part of your overdraft immediately at any time, but we will normally give you no less than 30 days' prior notice.
- 7.6 If you go past your arranged overdraft limit, you must immediately pay sufficient money into your cahoot current account to bring your cahoot current account balance within your overdraft limit. You will not be charged interest or incur a charge if you exceed your overdraft limit.
- 7.7 If you have exceeded your arranged overdraft limit, we may decline any of your Direct Debits, standing orders and other direct payments from your cahoot current account.
- 7.8 If any direct payments, e.g. standing orders or Direct Debits, are declined by us, you will have to make a request to us in the secure zone asking for them to be reinstated. We will do so if you have any money in your cahoot current account. This pre-notification will be placed in the secure zone, and we will send you an email to tell you this is there at least 14 days before any amounts are to be debited.
- 7.9 In accordance with general condition 14.1 you agree that we may assign or transfer all or any of our rights and responsibilities under this agreement by absolute assignment, by way of novation or by way of security. If we do this in respect of an overdraft on your account we will give you prior notice of our intention in writing.

## 8. Interest and charges

- 8.1 Interest accruing on your cahoot current account will be credited to that account on your statement date.
- 8.2 We will charge you interest where the balance of your cahoot current account goes below zero but remains within your arranged overdraft limit. Debit interest will be charged to your account on a monthly basis.
- 8.3 When the cahoot current account is opened and after that on our website, we will tell you what interest rates and charges apply to the cahoot current account. The fee information document also contains some of the fees and charges that apply to your account.

- 8.4 Interest will be debited to your account on the statement date and you will receive 14 days' advance warning via email.
- 8.5 You will be notified at least 14 days in advance by letter of any charges to be applied to your account.
- 8.6 Details of our current interest rates are available on our website [www.cahoot.com](http://www.cahoot.com). Details of our charges are given in our tariff (general condition 28). We may vary our charges and introduce new ones, in which case we will give you notice in accordance with general condition 18.
- 8.7 For the purpose of calculating interest we work on the basis that there are 365 days in a year, unless it is a leap year where interest is calculated on a 366 day basis. Interest is calculated differently in a leap year and deposits made after 29 February will receive less interest than they would in a non-leap year.

## 9. Cancellation of Direct Debits, standing orders and recurring transactions

- 9.1 You may cancel a Direct Debit you no longer need up to the end of the working day preceding the day agreed for transferring the money.  
To cancel the Direct Debit you should give us details of the date and amount of the payment you want us to cancel and the name and reference of the recipient.  
You should also advise the recipient. You may also cancel a Direct Debit by only telling the recipient and not telling us, but they will need longer to cancel it.
- 9.2 You may cancel a standing order you no longer need by telling us. You can do this up to the end of the working day preceding the day before the money is due to be transferred.  
To cancel a standing order you should give us details of the date and amount of the payment you want us to cancel and the name and sort code of the person you instructed us to pay.
- 9.3 If you are stopping a recurring transaction we will stop the payment provided that we receive notice from you no later than close of business on the working day prior to the date the payment was due to be made. We recommend that you also tell the payee.

# cahoot credit card – conditions (not currently on sale)

## 1. Introduction

1.1 This section of the conditions explains our obligations to you and your obligations to us in relation to a cahoot credit card and a cahoot credit card account. They must be read in conjunction with the cahoot general and product specific terms and conditions.

## 2. The cahoot credit card

2.1 Using your card:

- (a) You will need to activate your cahoot credit card and any additional cardholder's card once you have received it in accordance with the instructions also received at the time;
- (b) We may be asked to authorise a transaction you make using your cahoot credit card before it can be completed. If we do authorise the transaction, your available credit will be reduced by the amount of the authorisation. We may refuse to authorise any transaction without giving a reason;
- (c) Where a shop or other person you have paid using your cahoot credit card gives you a refund, your cahoot credit card account will be re-credited when we receive an acceptable refund voucher;
- (d) Your cahoot credit card can be used to withdraw cash, foreign currency or pay for travellers cheques (cash transaction(s)). Where you use your cahoot credit card for cash withdrawals if there is any limit on the total amount of cash you may withdraw, which may change, we will let you know what this is. We will put on the account all transactions and other amounts that you have to pay under your cahoot credit card. You will authorise a transaction by giving your consent. This can be done in any of the ways we tell you about from time to time including using your cahoot credit card or PIN, providing your card details online or over the phone, signing a paper voucher or using a device on which your card details have been loaded. Where the transaction is made without you being present, for example by online banking or by phone, you give your consent by giving the card number and other details requested by the person that you are paying or by using your card and PIN at a cash machine. If you have given your consent to a series of transactions (such as a recurring transaction or to a third party) you may cancel this at any time. Recurring transactions are authorised when you notify us that you authorise a continuous payment instruction to a supplier. Once transactions are authorised they cannot be revoked, except as set out in condition 2.1(g) below; and
- (e) Where you dispute a transaction, if following our investigation, we find that you have not authorised the transaction we will refund the amount of the transaction and restore the payment account to the state it would have been in had the transaction not taken place.
- (f) If you dispute any pre-authorised transaction, you must tell us about this as soon as possible. If the dispute relates to the amount of any transaction where the amount of the transaction exceeds the amount that you reasonably expected (other than as a result of exchange rate fluctuations) you must tell us within eight weeks from the date on which the transaction was put on your account as you are entitled to a full refund.  

The right to a refund does not apply where you have given consent to the transaction to be made and information about the payment was provided at least four weeks before the date on which transaction is due.
- (g) If you have given consent to a recurring transaction, the supplier may continue to be paid using the cahoot credit card account until you tell them or us to cancel the recurring transaction. You may withdraw your consent to a recurring transaction at any time. Notice will be effective as long as it was provided no later than the close of business on the working day prior to the date it was due to be paid to the supplier.

- 2.2 If you are an existing cahoot credit card customer and do not have a valid cahoot credit card at any time, you may request one by sending us a secure message request or calling us on 0800 587 1111, and we will send you and any additional cardholder a cahoot credit card and a PIN.
- 2.3 You can change the PIN for your cahoot credit card at a Santander cash machine only.
- 2.4 If a cahoot credit card is sent to you, we can renew it with the same type of card or a different type of card covered by the agreement which you qualify for at that time.
- 2.5 There are maximum daily limits on the cash you can withdraw using your cahoot credit card. Please call us on 0800 587 1111 if you want to know what they are.
- 2.6 You are limited to holding a maximum number of two cahoot credit card accounts at any time.

### 3. Foreign transactions

- 3.1 Credit card payments and cash withdrawals in a foreign currency:
  - (a) will be converted into pounds using the Visa or Mastercard exchange rate as at the date we receive the Payment Instruction to debit your account (which may not be on the same day that you authorised the payment). You can find out the exchange rate by visiting [www.visaeurope.com/making-payments/exchange-rates](http://www.visaeurope.com/making-payments/exchange-rates) for Visa cards or [www.mastercard.com/global/currencyconversion/index.html](http://www.mastercard.com/global/currencyconversion/index.html) for Mastercard cards or by calling us on 0800 587 1111
  - (b) will incur a foreign currency conversion fee based on the amount of the transaction in the currency of origin; and
  - (c) you may have charges deducted by other correspondent banks. that are used in the routing of the payment.

Please see general condition 28 for full details on cahoot credit card and cash machine fees.

- 3.2 We will send you any regulatory alerts we are required to when you make a card payment or cash withdrawal overseas.

### 4. Balance transfers

- 4.1 Subject to your credit card limit, at any time you can ask us to carry out a balance transfer. The amount to be transferred must be more than £100 and within your available credit limit.
- 4.2 If you make a balance transfer you should continue to make monthly repayments to your existing credit/store card(s) until the transfer appears on those account statements.
- 4.3 The total amount of transferred balance(s) outstanding on your cahoot credit card may not exceed 95% of your current credit limit. You cannot make balance transfers to any other cahoot credit card or Santander credit cards.
- 4.4 You will be charged a handling fee for balance transfer transactions (unless we have told you otherwise) of up to 3% of the transaction (minimum up to £5). After a balance transfer has been processed you cannot cancel it and any charge we make for making the balance transfer cannot be refunded to you.
- 4.5 If you ask us to make a balance transfer on a working day before the cut-off time, the payment will reach the receiving bank on the next working day. We will tell you the cut-off time when you ask for a balance transfer. If you make the request on a non working day or after the cut-off time, we'll process it on the next working day and the payment will reach the receiving bank on the next working day after that.
- 4.6 If you ask us to make a balance transfer and the funds are sent to the wrong account, we will, unless you provided us with the wrong details, restore your cahoot credit card account to the state it would have been in had the payment not been made. If we send it late, you may ask us to contact the recipient lender and ask them to credit it as if it had been received on the correct date.

- 4.7 Where we find that you have given us incorrect details, we will use reasonable steps to recover any amounts sent. We are entitled to charge you a reasonable sum for doing this.
- 4.8 If you are experiencing financial difficulty please see the 'money worries' page online at [www.cahoot.com](http://www.cahoot.com), or call us on 0800 587 2211 (current accounts) or 0800 389 7897 (for credit cards) at the earliest opportunity, so that we can try to provide you with help.

## 5. The cahoot credit card limit

- 5.1 We may increase or reduce your credit limit from time to time. You can ask us to change your credit card limit at any time by sending us a secure message request or calling us on 0800 587 1111. If your cahoot credit card account is in arrears or if you fall below our credit scoring thresholds, we may not consider your request. Before determining whether to raise your credit limit we may carry out appropriate checks, including credit assessment (see the 'credit reference agencies' section on the 'security and privacy' page at [www.cahoot.com](http://www.cahoot.com) for more details).
- 5.2 The credit card balance on your cahoot credit card account must not exceed your credit card limit. If it does, you will need to pay the excess amount immediately and you will incur a charge for each statement period during which you exceed your credit card limit. You will be permitted to withdraw up to 50% of your credit card limit in cash. We may change this Cash Limit from time to time including reducing it to zero and will notify you of any changes by post, email, your statement or the document store in Online Banking.
- 5.3 If we decide to increase your credit card limit under condition 5.1 we will tell you at least 30 days before we do so. You may tell us at any time that you want your credit card limit to be reduced (subject to a minimum credit limit which we will tell you upon request) and you may reject any credit card limit increase which we may offer you before it takes effect. You may also tell us that you do not want to be considered for any credit card limit increases in the future or for credit card limits to only be increased with your consent.
- 5.4 A higher credit limit may offer greater flexibility and convenience to meet your financial needs. However, it may also increase the risk of taking on too much debt, which may be costly, or take a long time to repay. You should carefully consider whether you need a higher limit.

## 6. Interest

- 6.1 We will not charge you interest if you repay the full credit card balance shown on your statement by the first payment date after the date of the relevant statement.
- 6.2 If you do not repay the full credit card balance shown on your statement by the first payment date after the date of the relevant statement, we will charge you interest at the interest rate on the purchases and transactions made during the statement period until it is paid in full.
- 6.3 If you pay in full the credit card balance shown on your current statement by the payment due date but did not pay in full the credit card balance shown on your previous statement by the payment due date, we will charge interest on each purchase or transaction shown on your previous statement until your payment clears onto your account.
- 6.4 When interest is charged, it is calculated on a daily basis at the relevant monthly rate set out in the agreement.
- 6.5 Interest is charged from the date on which a purchase or cash advance (or other transaction or sum on which interest is payable) is charged to your cahoot credit card account until it is paid in full.
- 6.6 Interest is charged on any interest or fees you owe at the same rate that applies to the category of transaction on which interest was charged.
- 6.7 We may vary the rate of interest that applies to your credit card for any of the reasons stated in general condition 18. When we do so we will give you notice in writing of the variation. If the variation results in an increase of the rate of interest then we will give you 30 days' prior notice in writing of the change.

## 7. Charges

- 7.1 Details of our current interest rates are available on our website [www.cahoot.com](http://www.cahoot.com).
- 7.2 Details of our charges are given in our tariff. On giving you notice under general condition 18 we may change the charges. We will notify you personally in writing at least 30 days prior to a change in our day to day charges. You are free to close your account immediately without loss of interest or charge at any time during the notice period but you must repay any outstanding balance, interest or charges outstanding on your cahoot credit card account.

## 8. Repayments

- 8.1 Each month you must pay by Direct Debit, VISA, VISA Electron, Maestro or Mastercard debit card at least the minimum payment set out in your statement.
- 8.2 Subject to condition 8.3, the minimum payment will be:
- (a) The full credit card balance if it is less than £5; or if the full credit card balance is greater than £5 then the total of
  - (b) Any arrears payable, plus the greater of
  - (c) 2.5% of the credit card balance or £5
- 8.3 We are required to monitor your level of repayments and, if we find that over a sustained period, your payments are not paying off as much of your balance as they are in interest, fees and charges, we will contact you to try to help you pay off the balance more quickly. If this continues for a further period, we may be required to ask you to make additional payments or take some other action so that you repay your existing outstanding balance over a reasonable period, taking into account your personal circumstances. Depending on the option you choose, we may also need to suspend your cahoot credit card account until you have repaid the outstanding balance.
- 8.4 Any additional payments will be in addition to your standard minimum payment. Failure to make such additional payments will not result in a breach of your agreement with us or be treated as a failure to make your minimum monthly payment under Condition 8.2 but may result in suspension of your card.
- 8.5 We may cancel or suspend your right to use your cahoot credit card account at any time where we reasonably believe this is necessary because of reasons relating to:
- (a) the security of your cahoot credit card account;
  - (b) suspected or actual unauthorised or fraudulent use of the cahoot credit card account;
  - (c) a significantly increased risk that you will not repay us
  - (d) you only meeting the minimum payment for a sustained period and then:
    - (i) not responding to our requests under Condition 8.3 to select an additional payment amount; or
    - (ii) responding to our requests under Condition 8.3 but failing to select an additional payment amount, either because you do not feel the higher amount is affordable, or because you do not wish to pay the higher amount; or
    - (iii) responding to our requests under Condition 8.3 but choosing an option which we have told you will result in temporary suspension of the card until the balance has been repaid or choosing another option but subsequently failing to maintain the higher payments for the requested period.
- 8.6 If at any time you wish to change the payment date, you should send us a secure message request or call us on 0800 587 1111.

- 8.7 We will allocate your payment to the different amounts of your outstanding statemented credit card balance in the following order: cash transactions, payment protection insurance premiums, purchases, balance transfers, other transactions, including cheques.
- 8.8 You should not make payments that place the cahoot credit card account in credit. If you do, we may still restrict the use of the credit card and the credit card account to the amount of your credit card limit and we can return any credit balance to you.

## 9. Additional cards

- 9.1 You can ask us to issue an additional credit card on a cahoot credit card account to an additional cardholder.
- 9.2 An additional cardholder will not be responsible or liable for any purchases, cash transactions, interest, fees, charges or other sums charged to your cahoot credit card account. You will be responsible for these.
- 9.3 We may remove an additional cardholder's right to use your cahoot credit card account. If we do so you will be responsible for cutting the additional credit card in half and returning it to us.

## 10. Default

- 10.1 Subject to our carrying out any procedures required by the Consumer Credit Act 1974, all amounts outstanding under the agreement will be payable on demand if:
- (a) you are in significant breach of your obligations (or you have failed to remedy a breach where we have asked you to do so) for example you persistently fail to make payments on time;
  - (b) you become bankrupt, or have an application made to the court for an interim order for a voluntary arrangement in relation to your affairs, or make an arrangement or composition with creditors; or
  - (c) you have given inaccurate, incomplete or untrue information to us in connection with the agreement.
- 10.2 If you do not make any minimum payment on time, we may try to collect the payment again by Direct Debit within seven days of the payment date. Interest will continue to be charged until payment is received.

## 11. Variation to your cahoot credit card conditions

- 11.1 We may remove, change or add to these conditions or to any details forming part of your cahoot credit card agreement with us for any of the reasons stated in general condition 18.
- 11.2 If we give you notice to vary the conditions you have the right to close your cahoot credit card account and repay the outstanding balance and any interest payable at any time during the notice period we give you for removal, change or addition.
- 11.3 The notice that we will give you will be at least 30 days' prior personal notice to you if the change is to your disadvantage or otherwise we will give you notice within 30 days following the change.
- 11.4 In accordance with general condition 14.1 you agree that we may assign or transfer all or any of our rights and obligations under this agreement. If we do this we will give you prior notice of our intention in writing.

## 12. Ending the agreement

- 12.1 Either of us can end this agreement by giving notice to the other. You may end this agreement by giving us 30 days' notice either orally or in writing. Unless there are exceptional circumstances we will give you 2 months' notice in writing before we end the agreement in accordance with general condition 16.1. Once notice has been given you must continue to make all payments due under this agreement which will continue until you have repaid all amounts owed to us including those added to your account after the notice to end the agreement has been served.



## cahoot flexible loan – conditions (not currently on sale)

### 1. Introduction

- 1.1 These conditions explain our obligations to you and your obligations to us in relation to the cahoot flexible loan. They must be read in conjunction with the cahoot general and product specific terms and conditions.

### 2. The cahoot flexible loan

- 2.1 We will notify you by secure message if you have been accepted for a cahoot flexible loan and, if so, when you may start to use the facility.
- 2.2 You are limited to holding one cahoot flexible loan.
- 2.3 If there is no flexible loan balance on your cahoot flexible loan for a continuous period of one year or more, we may close your cahoot flexible loan.

### 3. Withdrawals, repayments and the balance on your cahoot flexible loan

- 3.1 We will collect the amount you tell us you want to repay by Direct Debit (subject to the monthly minimum amount) and pay it into the cahoot flexible loan on the payment date. If you owe any sums under any agreements which you have with us, we shall decide which of your accounts to credit with the payment.
- 3.2 A Direct Debit must be in place to pay at least the minimum payment each month on or before the payment date.
- 3.3 The minimum payment will be the greater of:
  - (a) £50 (or the full flexible loan balance if it is less than £50); or
  - (b) 2.5% of the flexible loan balance.
- 3.4 (a) If at any time you wish to change the payment date or change the amount of your monthly payment, you can do so by giving us instructions by telephone. You must give us instructions at least 15 working days prior to the payment date otherwise we will carry out your instructions with effect from the payment date in the following month.
  - (b) We will send you statements relating to your cahoot flexible loan by post.
- 3.5 You may repay the entire flexible loan balance at any time by amending the amount of your Direct Debit or by transferring the funds electronically. You can request a settlement figure at any time.
- 3.6 Additional repayments into your cahoot flexible loan can be made by standing order, Direct Debit and other electronic funds transfers.
- 3.7 Automated repayments paid into your cahoot flexible loan will normally be credited at the beginning of the working day that they are due.

### 4. Interest

- 4.1 We will charge you interest at the interest rate on any outstanding amount until it is paid off in full.
- 4.2 Interest is calculated on a daily basis. Interest will be charged to the cahoot flexible loan on a monthly basis.
- 4.3 We may vary the rate of interest that applies to your loan for any of the reasons stated in general condition 18. When we do so we will give you notice in writing of the variation. If the variation results in an increase of the rate of interest then we will give you 30 days' prior notice in writing of the change.

## 5. Charges

- 5.1 Details of our current interest rates are available on our website [www.cahoot.com](http://www.cahoot.com).
- 5.2 Details of our charges are given in our tariff (general condition 28). We may vary our charges and introduce new ones from time to time, in which case we will give you notice in accordance with general condition 18.

## 6. Default

- 6.1 Subject to our carrying out any procedures required by the Consumer Credit Act 1974, all amounts outstanding under the agreement will be payable on demand if:
  - (a) you are in significant breach of your obligations (or you have failed to remedy a breach where we have asked you to do so) for example you persistently fail to make payments on time;
  - (b) you become bankrupt, or have an application made to the court for an interim order for a voluntary arrangement in relation to your affairs, or make an arrangement or composition with creditors; or
  - (c) you have given inaccurate, incomplete or untrue information to us in connection with the agreement.
- 6.2 If you do not make any minimum payment on time, we may try to collect the payment again by Direct Debit within seven days of the payment date. Interest will continue to be charged until payment is received.

## 7. Personal agreement

- 7.1 If we do enter into this agreement with you, it is personal to you and it may not be transferred by you or mortgaged, charged or used as security by you in any way.
- 7.2 In accordance with general condition 14.1 you agree that we may assign or transfer all or any of our rights and responsibilities under this agreement by absolute assignment, by way of novation or by way of security. If we do this we will give you prior notice of our intention in writing.

## 8. Variation of your flexible loan conditions

- 8.1 We may remove, change or add to these conditions or to any details forming part of your cahoot flexible loan agreement with us for any of the reasons stated in general condition 18.
- 8.2 If we give you notice to vary the conditions you have the right to close your cahoot flexible loan account and repay the outstanding balance and any interest payable at any time during the notice period we give you for removal, change or addition.
- 8.3 The notice that we will give you will be at least 30 days' prior personal notice to you if the change is to your disadvantage or otherwise we will give you notice within 30 days following the change.

## 9. Ending the agreement

- 9.1 Either of us can end this agreement by giving notice to the other. You may end this agreement by giving us 30 days' notice. Unless there are exceptional circumstances we will give you 2 months' notice before we end the agreement in accordance with general condition 16.1. Once notice has been given you must continue to make all payments due under this agreement which will continue until you have repaid all amounts owed to us including those added to your account after the notice to end the agreement has been served.

# cahoot fixed rate loan – conditions (not currently on sale)

## 1. Introduction

- 1.1 These conditions explain our obligations to you and your obligations to us in relation to the cahoot fixed rate loan. They must be read in conjunction with the cahoot general and product specific terms and conditions.

## 2. The cahoot fixed rate loan

- 2.1 We will notify you by secure message if you have been accepted for a cahoot fixed rate loan and, if so, when your account is open.

## 3. Definitions

- 3.1 Payment date means the date commencing one month after the date your account is opened and the same date in each successive month. The first interest period commences on the date your cahoot fixed rate loan is opened and ends on the day before the first payment date. The second and subsequent interest period commences on the payment date and ends on the day before the next payment date. For example, if your payment date is 10 January the interest period will commence on 10 January and end on 9 February.

## 4. Your payments

- 4.1 You agree to pay us the monthly instalments under your cahoot fixed rate loan on the payment date until all instalments and any outstanding capital and interest are repaid to us.
- 4.2 If you are experiencing financial difficulty please see the 'money worries' page at [www.cahoot.com](http://www.cahoot.com) or call us on 0800 587 2211 at the earliest opportunity, in order that we can try to provide you with help.

## 5. Default

- 5.1 If we issue a default notice in accordance with the Consumer Credit Act 1974, and you fail to comply with that notice, all amounts outstanding under the agreement will be payable on demand if:
  - (a) you fail to comply with your obligations, for example, to make payments on the payment date;
  - (b) you become bankrupt, or have an application made to the court for an interim order for a voluntary arrangement in relation to your affairs, or make an arrangement or composition with your creditors; or
  - (c) you have given inaccurate, incomplete or untrue information to us in connection with the agreement.
- 5.2 If you are late in making a monthly instalment, or your Direct Debit fails, we may try to collect the monthly instalment again by Direct Debit within seven days of the payment date. If you are late in paying any monthly instalment, or part of it, we will charge you a late payment fee for each monthly instalment, or part of it, which is late.

## 6. Default charges

- 6.1 We may charge you a reasonable fee for any administrative costs incurred by us as a result of any breach of this agreement by you, such fee being a reasonable estimate of our administrative costs incurred. Any administrative fee charged by us will become due and payable immediately. Details of our charges are given in our tariff (general condition 28). We may vary our charges and introduce new ones from time to time, in which case we will give you notice in accordance with general condition 18.

## 7. Application of payments

- 7.1 If any payment received by us is less than is needed to cover the monthly instalment due from you under this agreement and any sums due from you under any other agreements which you have with us, we shall decide which of your accounts to credit with the payment.

## 8. Method of payment

- 8.1 You must pay your monthly instalments on the payment date by Direct Debit.

## 9. Settlement of existing accounts

- 9.1 If you have indicated that you require us to settle any of your existing credit accounts with us or with other lenders out of your loan we are authorised to do so and to let you have any balance left over.

## 10. Your monthly instalments

- 10.1 Your monthly instalments are made up partly of capital and partly of interest. During each interest period we charge 30 days' interest at the interest rate on the amount outstanding at the end of the previous interest period.

## 11. Early settlement

- 11.1 If you repay your loan(s) before your cahoot fixed rate loan is due to end, you will be required to pay the outstanding balance including interest up to and including the settlement date determined by the Consumer Credit Act 1974. On your request, we will tell you the amount required to repay your cahoot fixed rate loan. You must pay the amount required by Direct Debit.

## 12. Personal agreement

- 12.1 If we do enter into this agreement with you, it is personal to you and it may not be transferred by you or mortgaged, charged or used as security by you in any way.

## 13. Ending the agreement

- 13.1 Either of us can end this agreement by giving notice to the other. Unless there are exceptional circumstances we will give you 30 days' notice before we end the agreement. Once notice has been given you must continue to make all payments due under this agreement which will continue until you have repaid all amounts owed to us including those added to your account after the notice to end the agreement has been served.

# cahoot fixed rate bond – general conditions

## 1. Introduction

- 1.1 These conditions explain our obligations to you and your obligations to us in relation to the cahoot fixed rate bond. They must be read in conjunction with both the cahoot general conditions and the special conditions relating to each cahoot fixed rate bond.

## 2. The cahoot fixed rate bond

- 2.1 The cahoot fixed rate bond account is subject to availability and may be withdrawn at any time.
- 2.2 Any accounts that are not funded at the time the cahoot fixed rate bond becomes oversubscribed may be closed.
- 2.3 Applications subject to acceptance by us may be refused if the cahoot fixed rate bond becomes oversubscribed.

## 3. Account opening details

- 3.1 Joint applications are permitted on the cahoot fixed rate bond.
- 3.2 Only one cahoot fixed rate bond account per issue can be held by the applicant(s) at any time.

## 4. Deposits, withdrawals and closures

### 4.1 Deposits

- (a) The deposit into the cahoot fixed rate bond can be made by electronic transfer from an external account, or by transfer from another cahoot account. The deposit may be made by way of separate payments into the account relating to the cahoot fixed rate bond, but such payments must be made on or before the deposit payment date applying to the cahoot fixed rate bond.
- (b) We do not accept cash or cheques for a deposit to be credited to the cahoot fixed rate bond.
- (c) After the deposit has been made into the cahoot fixed rate bond, no further deposits will be allowed during the fixed term.
- (d) If any additional deposit is made into the cahoot fixed rate bond after the deposit payment date, we will contact you and transfer this additional deposit to an existing cahoot savings account that you have or return the deposit to you.
- (e) The deposit will earn interest from the day the monies comprising the deposit are credited to your account relating to the cahoot fixed rate bond. Where any additional deposit is transferred to an existing cahoot savings account that you have pursuant to 4.1 (d) above, interest will accrue from the day that such monies are credited to that account.

### 4.2 Withdrawals and closures

- (a) For issues 1 to 5 of the cahoot 1 year fixed rate bond, no withdrawals or closures are allowed during the fixed term relating to the relevant fixed rate bond. For all cahoot 1 year fixed rate bonds from and including issue 6 onwards, no withdrawals or closures are allowed from the bond following the opening of the account until the maturity date.
- (b) The account may be closed in the event of an account holder's death.
- (c) A cooling-off period does not apply to the cahoot fixed rate bond.
- (d) We may close your account if you do not credit the minimum deposit to the account after opening the cahoot fixed rate bond.

## 5. Statements

- 5.1 A monthly statement will not be sent to you by email each month. You'll get details of your interest paid each year in April/May, in your Bond Account Summary.

## cahoot CHAPS and International Payments terms and conditions

These terms and conditions (the 'Conditions') set out your rights and obligations when you instruct us to make any of the following payments in connection with your cahoot account (the 'Account'):

- **CHAPS Payments** – being payments in the UK made in pounds through the Clearing House Automated Payments System. More information about CHAPS Payments is set out in the Frequently Asked Questions on our website;
- **EEA Payments** – being payments to a country in the European Economic Area in any currency, in each case using SWIFT; or non-urgent payments in euros using the SEPA Credit Transfer Scheme; and
- **International Payments** – being payments anywhere in the world outside of the European Economic Area made in pounds or any other currency, using SWIFT. More information about International Payments and the currencies that you can make or receive payments in is set out in the Frequently Asked Questions on our website or you can ask a member of our staff.

If you instruct us to make an EEA Payment or an International Payment we may convert it into the currency of the country the payment is being sent to.

These Conditions are set out in three sections. Conditions relevant to all payments are given in Section 1 under the heading 'CHAPS, EEA Payments and International Payments Conditions' below. Extra conditions covering both EEA Payments and International Payments ('Special Conditions applicable to both EEA and International Payments') and International Payments ('Special Conditions relating to International Payments only') also apply. These are set out at Sections 2 and 3 respectively. The Special Conditions applicable to both EEA and International Payments and the Special Conditions relating to International Payments only will apply to those particular payment services in addition to the CHAPS, EEA and International Payments Conditions.

If any condition in this section differs from any condition in any other section of these 'cahoot general conditions' then the condition in this section is the one that applies.

1. EEA comprises all the countries of the European Union plus Iceland, Norway Liechtenstein
2. Single Euro Payment Area, comprising all the countries of the European Union, the EEA, British Crown Dependencies of Guernsey, Jersey, Isle of Man, plus Andorra, French collectives of Mayotte and Saint-Pierre-et-Miquelon, Monaco, San Marino Switzerland and Vatican City State/Holy See

## 1. CHAPS, EEA and International Payments Conditions

### 1.1 Receiving your instructions and stopping a payment

- (a) Unless your Payment Instruction specifies that the payment is to take place on a particular day (in which case we will treat it as having been received on that day), we will be deemed to have received your Payment Instruction at the time that we actually receive it and have completed our security checks. However, if we receive your instruction on a non-working day or after the stated cut-off time below, we will be deemed to have received it on the following working day.
- (b) We are not obliged to receive or to request credit confirmation from the bank of the beneficiary that the payment has been received.

Payment type	Cut-off time (contact centre)	Cut-off time (online)	When the money usually arrives at the recipient's bank
Sending money within in the UK by CHAPS	1.00pm	N/A	Same Working Day
Sending money outside the UK in pounds	1.00pm	3.00pm	Next Working Day
Sending money outside the UK not in pounds, euros or US Dollars	1.00pm	3.00pm	May take up to 4 Working Days*
Sending money either inside or outside the UK in euros**	11.30am	11.30am	Within the EEA - Same Working Day Outside the EEA - usually within 4 Working Days
Sending money within the SEPA in euros using Non-Urgent method	1.00pm	2.30 pm	Next Working Day
Sending money either inside or outside the UK in US Dollars	1.00pm	3.00pm	Within the UK/US - same Working Day Outside the UK/US - usually within 4 Working Days

\* This will depend on the currency and destination of your payment. Please see the Frequently Asked Questions on our website or ask a member of our staff.

\*\* Please note that a cut off time of 1pm may apply to a small number of banks. Any payments made after this time will arrive the next Working Day.

## 1.2 Fees and exchange rates

- (a) We will tell you our charges for the payment that you wish to make before you agree your instruction with us. For details of the fees we charge for CHAPS, EEA Payments and International Payments please see our 'Tariff of charges' and if you have a current account, the fee information document.
- (b) Our exchange rates for foreign currency payments are based on our Cahoot reference exchange rates for the relevant currency. We have different reference rates depending on the size of the transaction and whether you are buying (if you are sending a payment) or selling currency (if you are receiving a payment into your cahoot account).
- (c) The exchange rate to be used will be determined by our current exchange rate on the day your cahoot account is debited or credited. We will provide you with information about the exchange rate and the amount of the foreign currency for that payment after your cahoot account has been debited or credited with the amount of the transaction. If this information is not set out on your statement, or in your transaction history in Online Banking, we will provide this information by post and, in the future, in the same way as you receive statements for your account, either as an e-Document in Online Banking or by post.

## 1.3 Returned payments

- (a) If a payment is returned to us, it will be credited to your cahoot account net of any fees charged by third party banks in returning the payment.
- (b) If the returned payment is in a currency other than pounds, before crediting the returned payment into your cahoot account, we will convert the returned payment (less any fees referred to in condition 1.3(a)) into pounds using the exchange rate applicable for the working day when the money is paid back into your cahoot account. This may mean that your cahoot account will be re-credited with a different amount than was originally debited.

## 1.4 Your personal information

When using established banking relationships to send your money, personal information about you contained in the transaction may be provided to overseas authorities and the beneficiary bank in order to comply with applicable legal obligations and prevent crime. This may include a transfer of your personal data outside the EEA. This information may include your full name, address, date of birth and account number. For more detail on how we transfer data internationally, see our Data Protection Statement.

## 2. Special Conditions applicable to both EEA and international payments

### 2.1 Information we will give you after we have received your EEA or International Payment instruction

After we receive your payment instruction, we will provide or make available to you the following information:

- (i) confirmation of the date on which we received your instruction;
- (ii) a reference enabling you to identify the payment transaction and, where appropriate, information relating to the recipient of the payment;
- (iii) the amount of the payment transaction in pounds;
- (iv) the amount of any fees for the payment transaction payable by you and, where applicable, a breakdown of those fees; and
- (v) in respect of an EEA or International Payment not in pounds, the exchange rate used in converting the payment from pounds to the applicable currency and the amount of the payment transaction after that currency conversion.

### 3. Special Conditions relating to International Payments only

#### 3.1 Correspondent bank charges

- (a) There may be other third party Correspondent banks used in the routing of an international payment that apply their own charges for processing the International Payment which may be deducted from the amount transferred by you. This will mean that the sum received by the beneficiary may be less than the amount you have sent.
- (b) If you request to pay all third party Correspondent bank charges on an International Payment, we will debit your Account with these other third party bank charges immediately after we have received them from other banks. We have no control over the Correspondent bank charges that are levied by third party banks.

#### 3.2 International Payment delays or failures

We shall not be liable for any loss you may incur or suffer as a result of any delay or failure in an International Payment reaching the bank (or other financial institution) account of the beneficiary of the payment, where that delay or failure is a result of (or arises in connection with):

- (a) any part of the information you give us under general condition 7.5(a)(iii) being incorrect or incomplete;
- (b) any failure or delay on the part of the bank (or other financial institution) to credit the beneficiary's account;
- (c) any statutory or other legally required checks being carried out in relation to the International Payment; or
- (d) any event or circumstance beyond our reasonable control.